Request for Proposal

Selection of Service Provider for Development and Maintenance of INTEGRATED MATERIAL MANAGEMENT AND VEHICLE MAINTENANCE SOFTWARE for Bangalore Metropolitan Transport Corporation (BMTC)

Tender No.BMTC/2025-26/SE1231

The tender shall be submitted through e-procurement portal. Vendors need to register in the e-procurement portal to submit their bids online. The tender documents can be viewed free of cost from the e-procurement portal. The tender is invited as per the provision of the Karnataka Transparency in Public Procurement Act-1999 in two cover system i.e., Pre-qualification (Technical Offer) and Commercial Offer separately.

[Web Site: htpp://kppp.karnataka.gov.in]

Communication Address:

Controller of Stores & Purchases,
Bangalore Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bangalore-560027
e-Mail: cosp@mybmtc.com

Table of Contents

RFP Notification 5
Proprietary and Confidential 6
Disclaimer 6
Section-1. Letter of Invitation 9
Section-2. Information to Bidders 11
1. Introduction 11
2. Completeness of Response 11
3. Registration with e-Procurement Portal 11
4. Clarifications 11
5. Pre-Bid Meetings 12
6. Amendment of RFP Document 12
7. Supplementary Information to the RFP 13
8. Cost of Proposals 13
9. Contacting BMTC 13
10. Language of Proposals 13
11. Patent Claim 13
12. Earnest Money Deposit (EMD) 14
13. Consortium and Subcontracting 15
14. Eligibility 15
15. Pre-Qualification Criteria 16
16. Land Border Restrictions 17
17. Financial Proposal 19
18. Period of Validity of the Proposal 19
19. Format and Signing of Proposal 20
20. Submission, Receipt and Opening of Proposal 20
21. Deadline for Submission of Proposal 21
22. Late Bids 21
23. Only One Proposal 21
24. Modification and Withdrawal of Proposals 21
25. Non-Conforming Proposals 22
26. Disqualification 22
27. Evaluation of proposal 23
28. Negotiations 25
29. Clients' Right to Accept any Bid and to Reject any or all Bids 25
30. Award of Contract 25
31. Notification of Award 26
32. Signing of Agreement 26
33. Failure to agree with the Terms & Conditions 26
34. Security Deposit/ Performance Security 26

35. Contract Period 27
36. Non-Disclosure Agreement (NDA) 27
37. Confidentiality 27
38. Forfeiture of EMD 27
39. Liquidated Damages 28
40. Risk Purchase / Penal Clause 28
41. Conflict of Interest 28
42. Fraudulent and Corrupt Practices 29
43. Dispute Resolution 30
44. Termination for Insolvency and Breach 30
45. Termination for Convenience 30
Section-3. Tender Forms 32
PQ FORM – 1: Format for Pre-Bid Queries/ Request for Clarification 33
PQ FORM – 2: Proposal Submission Form 34
PQ FORM – 3: Checklist 36
PQ FORM – 4: Bidder Profile 38
PQ FORM – 5: Average Annual Turnover and Net worth 39
PQ FORM – 6: Previous Experiences Details 40
PQ FORM – 7: Declaration on not being black listed/ defaulted. 41
PQ FORM – 8: GST Rate Declaration 42
PQ FORM – 9: Proforma of Declaration 43
PQ FORM – 10: Declaration on No Bankruptcy/ Insolvency 44
PQ FORM – 11: Declaration for Compliance on Land Border sharing 45
TQ FORM – 1: Compliance and Sizing of Infrastructure 47
TQ FORM – 2: Undertaking on Patent Rights 48
TQ FORM – 3: Non-Malicious Code Certificate 49
TQ FORM – 4: Declaration of Data Security 50
ANNEXURE – 1: Format for Performance Bank Guarantee 51
ANNEXURE – 2: Format for Power of Attorney 52
ANNEXURE – 3: Format for Non-Disclosure Agreement (NDA) 54
ANNEXURE – 4: List of existing Depots and Zones of BMTC 56
Section-4. Terms of Reference 57
1. Introduction 57
2. Objectives of RFP 57
3. Broad Scope of the Work 57
4. Functional Requirements 58
MECHANICAL DEPARTMENT — FUNCTIONAL REQUIREMENTS 58
3.1.1 Fitment Monitoring 58
3.1.2 Digital Job Card 59
3.1.3 Item Removal and Lifecycle Monitoring 61
3.1.4 Vehicle Management 61

3.1.5 Tyre and Major assembly Management 61
3.1.6 Fuel Management 62
3.1.7 Preventive Maintenance Scheduling 62
3.2 STORES DEPARTMENT — FUNCTIONAL REQUIREMENTS 63
3.2.1 Material Receipt at Central Stores 63
3.2.2 Item Master Management 63
3.2.3 Distribution Flow — Central Stores to Depots, Workshop and other offices 64
3.2.4 Real-Time Stock Visibility and Stock Control 64
3.2.5 Purchase Management 65
3.3 REPORTING REQUIREMENTS — MECHANICAL DEPARTMENT 65
3.3.1 List of Required Reports 65
3.3.2 Key Report Specifications 66
3.4 DOCUMENT DIGITISATION REQUIREMENTS 67
3.5 CROSS-CUTTING FUNCTIONAL REQUIREMENTS 67
5. Technical Requirements 69
6. Hosting Requirements 72
7. Application and Data Security 72
8. Performance, Scalability and Compliance 74
9. Data Migration 75
10. Responsibilities of Successful Bidder 75
11. Manpower Support 76
12. Training 76
13. Documents and Manuals 77
14. Maintenance & Support 77
15. Complaint Registering & Monitoring 77
16. Roles and Responsibilities 78
17. Project Implementation Schedule 79
18. Service Level Agreement (SLA) 79
19. Payment Terms and Conditions 83
20. Change Request Process 83
21. Data Handover at Contract Termination 84
22. Availability & Outages. 85
23. Scheduled Maintenance. 85
24. Exit Management 86
Section-5. Contract for Services 88
I. Contract Agreement 88
II. General Conditions of Contract 90
III. Special Conditions of Contract 101

RFP Notification

RFP Issuing Authority	Controller of Stores & Purchases, Bengaluru Metropolitan Transport Corporation, 5th Floor, Shanthinagara, Bengaluru-27.
Name of the Project	Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software
Tender No	BMTC/2025-26/SE1231
Tender Processing Fee	As indicated in the e-Procurement Portal
Earnest Money Deposit	Rs. 50,000/- (To be paid in the e-Procurement Portal online)
Bid Security Deposit	5% of Contract value.
Bid Submission Process	All interested bidders shall pay tender processing fee and EMD and submit their Technical and Commercial proposals electronically through the e-Procurement Portal https://kppp.karnataka.gov.in
Address to send Pre-bid queries	cosp@mybmtc.com
Nature of bid process	Two cover System
Date of Pre-bid meeting and Place	08.05.2026 @ 11.30 Hrs.
Last date for seeking clarification if any	07.05.2026@ 17.00Hrs.
Last date and time for bid submission/ uploading of Bid	18.05.2026 @ 17.00 Hrs.
Date & Time of opening of Pre-Qualification Bids	20.05.2026 @ 11.30 Hrs.
Date & Time of opening of Financial Bids	21.05.2026 @ 14.30 Hrs (Tentative date).
Place of opening of bids and address for communication	Office of Controller of Stores & Purchases, Bengaluru Metropolitan Transport Corporation Central Offices, Shanthinagar, Bengaluru-560027 e-Mail: cosp@mybmtc.com

Note:

1) In the event of the specified date of opening of bids being declared a holiday for the client, the bids shall be opened on the next working day at the same time and venue.
2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their digital signature key in the manner described under Section-2, Information to Bidders of Bid Documents on or before the stipulated last date & time.

Proprietary and Confidential

1. No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of BMTC except to the extent required for submitting bid and no more.

2. The information contained in this document is only disclosed for the purposes of enabling you to submit a proposal to BMTC in accordance with the requirements of this document and no more.

3. This document contains proprietary information furnished for evaluation purposes only, except with the written permission of BMTC, such information may not be published, disclosed, or used for any other purpose. You acknowledge and agree that this document and all portions thereof, including, but not limited to, any copyright, trade secret and other intellectual property rights relating thereto, and are at all times shall remain the sole property of BMTC and that title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with BMTC. You agree to take utmost care in protecting the proprietary and confidential nature of the information contained herein.

Disclaimer

1. Bengaluru Metropolitan Transport Corporation (hereinafter referred to as BMTC) has issued this Request for Proposal (hereinafter referred to as “RFP”) for Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC on such terms and conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.

2. This RFP has been prepared with an intention to invite prospective Applicants/ Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby, clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for BMTC to consider the investment objectives, financial situation and particular needs of each bidder.

3. BMTC has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP may include statements, which reflect various assumptions and assessments arrived at by BMTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

4. This RFP is not an agreement by and between BMTC and the prospective bidders or any other person. However, the selected bidder will enter into an Agreement with BMTC. The information contained in this RFP is provided on the basis that it is non–binding on BMTC, any of its authorities or agencies, or

any of their respective officers, employees, agents, or advisors. BMTC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder shall consider the RFP document as per his understanding and capacity. The bidders shall undertake appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. Bidders shall also go through the RFP document in detail and bring to notice of BMTC any kind of error, misprint, inaccuracies, or omission in the document before pre-bid meeting. BMTC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process and procedure mentioned in the RFP for larger public interest. BMTC also reserves the right to decline to discuss the Project further with any party submitting a proposal.

5. Persons/ Entities/ Bidders/ Applicants/ Respondents/ Agencies submitting this proposal shall not be entitled for any type of reimbursement from BMTC. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BMTC or any other costs incurred in connection with or relating to its Bid.

6. This issue of this RFP does not imply that BMTC is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Bidder or Bidder, as the case may be, for the project and BMTC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7. BMTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

8. BMTC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

9. BMTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.

10. Interested parties, after careful review of all the clauses of this ‘Request for Proposal’, are encouraged to send their suggestions in writing to BMTC on

cosp@mybmtc.com. Such suggestions, after review by BMTC, may be incorporated into this ‘Request for Proposal’ as addendum/ corrigendum.

Section-1. Letter of Invitation

1. BMTC is providing services to urban, suburban and rural areas and is putting every effort to make its mark in the public transport system by providing quality, safe, reliable, amicable and economical transport services to passengers. The primary objective of the Corporation is to deploy the IT tools in the best possible measures to optimize its efficiency and reduce operational and maintenance cost and at the same time, providing quality, reliable, amicable and economical transport services to the passengers.

2. BMTC intends to deploy a Centralized software for Material Management and Vehicle Maintenance at all depots, workshops and central offices and to enable Effective monitoring with help of Analytic reports.

3. BMTC invites proposals from reputed, competent and professional bidders, who meet the minimum eligibility criteria as specified in this RFP for Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC. The scope includes development, implementation, commissioning, maintenance of the application software for BMTC including the changes/modifications in the Digital Platform and to develop additional features required by the BMTC from time to time (on request basis through CR) for smooth delivery of the services along hosting services. BMTC intends to select the Service Provider through an open competitive bidding process in accordance with the procedure set out herein.

4. The tender is hereby called as under:

Project	Name of the service	EMD Amount(INR)
MMVM	Development and Maintenance of Integrated Material Management and Vehicle Maintenance Software for BMTC.	Rs. 50,000/-

5. The Service Provider will be selected under Quality & Cost Based Selection (QCBS) procedures described in this RFP, in accordance with the policies of the Government of Karnataka (GoK), as detailed in the Karnataka Transparency in Public Procurements Act.

6. The RFP includes the following documents:
   Section 1 - Letter of Invitation
   Section 2 - Information to Bidders
   Section 3 - Tender Forms
   Section 4 - Terms of Reference
   Section 5– Contract for Services.

7. The bidders can view and download the bid documents published by logging on to the following link (https://kppp.karnataka.gov.in). The bidders are required to register in the e-procurement portal of Karnataka and obtain a Digital Signature Certificate (DSC) from one of the authorized certifying authorities as detailed in the e-procurement portal to participate in the bidding process. The bid document is available on e-procurement portal from the date specified in time schedule/ e-procurement portal and bids are to be submitted online through the e-procurement portal only on or before due

date. Bids submitted manually/ any other forms will not be accepted.

8. Bids must be uploaded online through e-procurement portal. The tender must be submitted through e-procurement portal only within the due date & time or as amended if any. The technical bid will be opened on the date indicated in e-portal in the presence of bidders or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tender as specified, the tender will be opened next working day.
9. A pre-bid meeting will be held on date specified on the e-procurement portal to clarify the queries and to qualify on any matter that may be raised at that stage as stated in the bidding document.
10. Prospective Bidders who wish to seek information regarding online submission of bid through e-procurement portal may visit the website https://kppp.karnataka.gov.in.
11. Other details can be seen in the bidding documents.
12. The tender processing fees are in addition to the EMD and have to be paid as indicated in the e-procurement portal.

Yours sincerely,

COSP, BMTC

Section-2. Information to Bidders

1. Introduction

a) BMTC intends to select a Service Provider, in accordance with the Quality Cost Based System (QCBS) method of selection.

b) The bidders are invited to submit a Technical Proposal and a Financial Proposal for development, implementation, commissioning, maintenance of the application software for BMTC along with hosting services. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.

c) The Service Provider must familiarize themselves with materials procurement and vehicle management system and take them into account in preparing their Proposals.

d) BMTC will provide the inputs and make available relevant project data and reports.

e) Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to BMTC, are not reimbursable as a direct cost of the Assignment; and (ii) BMTC is not bound to accept any of the Proposals submitted.

2. Completeness of Response

Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this document should be full and complete in all respects. Failure to furnish all information in the stipulated documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

3. Registration with e-Procurement Portal

The Bidder shall download and submit their Proposals electronically on the Digital Platform https://kppp.karnataka.gov.in. Bidders need to register in the e-Procurement portal to submit their bids online.

4. Clarifications

a) Bidders may request a clarification of any item of the RFP document up to the date mentioned in this RFP. Any request for clarification must be sent in writing or by e-mail to BMTC address indicated in the RFP. BMTC will respond to such requests in the e-procurement portal (including an explanation of the query but without identifying the source of inquiry) only. No intimation will be made to any prospective bidders.

b) The bidder or his official representative is invited to attend the Pre-Bid Meetings which will take place at BMTC Central Offices, Shanthinagar, Bengaluru - 560027 in person or VC mode on date indicated in RFP.

c) Any clarifications required regarding the Terms & Conditions shall be obtained before submission of the bid. No clarifications will be entertained later.

5. Pre-Bid Meetings

a) BMTC may host one or more Pre-Bid Meetings, tentatively scheduled at the dates informed. The representatives of the interested organizations may attend the pre-bid meeting at their own cost.

b) The purpose of the meeting is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

c) A maximum of two (2) authorized representatives of the company will be permitted to attend the pre-bid meeting, physically/ virtually.

d) The bidders are requested to submit any questions in writing or by e-mail to BMTC as indicated in the format provided (PQ FORM – 1) or to reach BMTC no later than one day prior to Pre-Bid Meetings.

e) BMTC will try to provide timely response to all queries. However, BMTC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does BMTC under take to answer all the queries that have been posed by the bidders.

f) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on the e-procurement portal (https://kppp.karnataka.gov.in). Any modification of the bidding documents, which may become necessary as a result of the pre-bid meeting will be made by BMTC exclusively through an Addendum/Corrigendum on e-procurement portal.

6. Amendment of RFP Document

a) At any time before the submission of proposals, BMTC may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by an amendment/ corrigendum.

b) All the amendments will be published in e-procurement portal only. These amendments shall be part of RFP and will be binding on the bidders. The Bidders are advised to visit the aforementioned websites/ Digital Platform on regular basis to check for necessary updates.

c) In order to provide prospective bidders reasonable time for taking the addendum/ corrigendum into account, BMTC may, at its discretion, amend the dates mentioned in this RFP.

7. Supplementary Information to the RFP

If BMTC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum/addendum shall be deemed to be incorporated by this reference into this RFP.

8. Cost of Proposals

The bidder shall bear all costs associated with the preparation, submission of its Proposal, and of negotiating the Contract, including visits to the various locations of BMTC etc. are not reimbursable and the Client is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

9. Contacting BMTC

From the time of Proposal opening to the time of Contract award, if any bidder wishes to contact BMTC on any matter related to the Proposal, it should do so in writing. If a bidder tries to directly influence BMTC or otherwise interfere in the Proposal evaluation process and the Contract award decision, their Proposal may be rejected.

10. Language of Proposals

The Proposal prepared by the bidder and all correspondence and documents related to the Proposal exchanged by the bidder and BMTC shall be written in the English Language. Any printed literature furnished by the bidder as part of its Proposal may be in a language other than English, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

11. Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and BMTC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc. BMTC shall give notice to the Successful Bidder of any such claim and recover it from the bidder.

12. Earnest Money Deposit (EMD)

a) The EMD (Refundable) as prescribed shall be submitted online through the e-Procurement portal using any of the following modes.
   - Credit Card

- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

b) The bidder who wishes to make Earnest Money Deposit and Tender processing fee payment through Internet Banking facility may do so. The Department is in no way responsible in case the money is not deposited in the notified central pooling account held at Axis Bank, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the bidder.

c) The bidder's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank/ designated Bank.

d) EMD amount will have to be submitted by the bidder taking into account the following conditions:

   i. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at Canara Bank/ designated Bank until the finalization of the Tender.
   ii. The entire EMD amount for a particular tender has to be paid in a single transaction.
   iii. The bidder shall deposit EMD amount as prescribed in e-procurement portal through e-payment.
   iv. For details on e-Payment services refer to e-procurement portal for more details on the process.

e) Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated above shall be rejected by the Employer as non-responsive.

f) The signed Bid Security/ EMD Declaration form by the bidder accepting that if bidder withdraw or modify their bids during bid validity period, bidder will be suspended for part of any tendering process in state of Karnataka for period of one year from the date of notice issued.

g) The EMD of unsuccessful bidders will be returned after the tender is finalized.

h) The EMD of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

i) The earnest money deposit may be forfeited:

   i. If the bidder withdraws the Tender after tender opening during the period of tender validity.
   ii. If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any.
   iii. Deliberate attempts by the bidder to share wrong information/ manipulate information/ hide the facts.
   iv. in the case of a successful bidder, if the bidder fails within the specified time limit to

(1) Sign the Agreement; or
(2) Furnish the required Performance Security

13. Consortium and Subcontracting

Bidding as a consortium is not allowed for implementation of any component under the scope of this project. Sub-contracting for any part is also not allowed.

14. Eligibility

a) This invitation for bids is open to all bidders.

b) A Bidder may be a firm that is a private entity or a government-owned entity.

c) Bidders marked/considered by BMTC to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

d) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the GoK.

e) Bidder blacklisted by any Government/ PSU/ STU/ Corporation/ Smart City SPV in India as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

f) Breach of general or specific instructions for bidding, general and special conditions of contract with BMTC or any of its user organizations may make a firm ineligible to participate in bidding process.

g) Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the competent authority. In this regard, a compliance certificate/ declaration to be submitted by the bidder on Rs. 20/- & above stamp paper as per the format (PQ FORM – 11). Refer Clause-16 of Section (2) below regarding restriction on public procurements from bidder of such country/ countries which shares land border with India.

15. Pre-Qualification Criteria

Bidder must meet all the below mentioned Pre-qualification criteria.

Sl. No.	Eligibility criteria	Document to be Submitted
1	The Bidder should be: • Incorporated or registered in India under the Indian Companies Act, 1956/ 2013, or LLP with registered office in India, as on 31st March	• Certificate of Registration or Incorporation issued by the competent authority. • Copy of PAN card. • Copy of Purchase Orders showing

	2024. • Should have been in operation for the last 5 financial years from the date of publishing of RFP notice in the area of Digital Platform Implementation/ System Integration/ IT Services Implementation. • Registered with GST Authorities in India.	at least specified no. of years of operations OR Certified true copy of balance sheet and P&L statements for the specified number of years. • Copy of Registration Certificates with the GST Authorities.
2	The Bidder should have minimum average annual turnover of **INR 1 Crores** for any three (3) financial years, out of preceding last five (5) audited financial years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25).	Audited financial statements for last five (5) financial years. Certificate from the Chartered Accountant/ Statutory Auditor on turnover details over the last five (5) audited financial years.
3	The Bidder should have positive net worth in the preceding three years (2022-23, 2023-24,2024-25)	Certificate duly signed by Statutory Auditor or Certificate from Chartered Accountant clearly stating the net worth.
4	The Bidder should have at least five years of experience in development and maintenance of **web applications** for Government/ PSU/ STU/ Corporation in India. a) The applications must have gone live in the past 3 years (FY 2022-23, 2023-24, 2024-25). b) Out of five referred applications, at least one application should have an order value more than INR 25 lakhs for application development and maintenance related work.	• Copy of Work Orders/ Purchase Orders/ Contract Documents AND • Project Completion and Satisfactory Certificate.
5	The Bidder should have valid certificates related to: • ISO 9001:2015 or higher Quality Management • ISO 20000-1:2018 or higher IT - Service Management • ISO 27001:2013 or higher Information Security Management System	Copies of the valid certificates from authorized agencies and should be valid as on bid submission date. Bidder shall ensure that the Certifications continue to remain valid throughout project period.
6	The Bidder should not have been blacklisted or debarred by any Government/ PSU/ STU/ Corporation/ Smart City SPV in India as on bid submission date.	Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non–judicial stamp paper of appropriate value.

The bidders shall upload the scanned copies of the documents on the e-procurement portal along with the bid and other information as indicated in the RFP. The Bids received without documentary evidence and/or without undertaking will be rejected outright.

16. Land Border Restrictions

Restrictions on public procurements from bidders of such country/ countries which shares a Land Border with India.

The following Eligibility Clauses and Sub Contract Clauses have been incorporated in the tender as per the GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020, Orders (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and O.M No. F.12/1/2021 – PPD)Pt), dated: 02-03-2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 25-08-2020, FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021 and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

Sl. No.	Clauses
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
1.1	"Bidder" (including the term 'tenderer', 'consultant' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
1.2	"Bidder from a country which shares a land border with India" for the purpose of this Order means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
1.3	The beneficial owner for the purpose of above clause will be as under: i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation – a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

Sl. No.	Clauses
	ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
	iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
	iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
	v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
1.4	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
1.5	A certificate for having read the above clauses is required to be submitted/ and uploaded by the tenderer separately as per format at PQ FORM – 11 (to be downloaded and uploaded to the e-procurement portal duly signed and attached to hard copies of the tender documents.
1.6	In case of Work contract including turnkey contract, the successful bidder will not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration to be submitted during submission of tender as per PQ FORM – 11.
1.7	i. A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting". ii. However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. iii. Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their Authorized agents, shall be exempted from the requirement of registration.

In this regard, the bidders are required to provide undertaking by submitting the compliance as per PQ FORM – 11under the Tender Forms.

17. Financial Proposal

a) In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. Bid should be submitted in the e-procurement portal only.

b) Bidders shall express the price of their services in Indian Rupees.

c) If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

d) The prices once offered must remain fixed and must not be subject to escalation for any reason whatsoever during the entire period of contract. The rate quoted shall hold good for the entire contract period and will not be increased under any circumstances whatsoever.

e) A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as nonresponsive.

18. Period of Validity of the Proposal

a) Proposals shall remain valid for a period not less than 90 days after the submission date specified in RFP. A Proposal valid for a shorter period shall be rejected by BMTC as non-responsive.

b) In exceptional circumstances, prior to expiry of the Proposal validity period, BMTC may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify its Proposal.

19. Format and Signing of Proposal

a) The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the bidder who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:

- by a partner, in case of a partnership firm and/or a limited liability partnership; or
- by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation; or

b) A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in RFP Document shall accompany the Proposal.

20. Submission, Receipt and Opening of Proposal

a) The original Technical and Financial Proposal should be submitted in e-procurement portal (https://kppp.karnataka.gov.in), and no hard copy of the financial proposal shall be submitted.

- **Electronic Proposal Submission:** Detailed guidelines for viewing Proposals and submission of online Proposals are given on the website. The Invitation for Proposals is published on this website. Bidder can logon to this website and view the Invitation for Proposals and can view the details of works for which Proposals are invited. The prospective bidder shall submit Proposals online; for this, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) Keys. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site https://kppp.karnataka.gov.in. After this, the bidder can login the site through the secured login.
- ***Note:*** BMTC shall not be responsible for any technical issues pertaining to internet connectivity, browser compatibility and any other technical issues pertaining to uploading of bid documents in e-procurement portal. The Bidders are requested to upload their Proposals in e-portal well in advance to avoid non-availability of internet connection.

b) The completed Technical and Financial Proposal shall be uploaded in e-procurement portal (https://kppp.karnataka.gov.in) only along with scanned copies of requisite certificates as mentioned in different sections in the RFP Document. No other mode of submission is permitted. Bids submitted by any other means other than e-procurement portal of GoK will be rejected.

c) All Proposals must be submitted not later than the time specified in the RFP. The electronic system would not allow any late submission of Proposals after due date and time as per server time.

d) At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously:

- the name of the bidder, and
- any other information deemed appropriate or as indicated in the RFP.

e) BMTC will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

21. Deadline for Submission of Proposal

a) Proposals must be uploaded by the Bidders before due date specified in the RFP through the e-procurement portal. The e-procurement portal will not accept the Proposals after the stipulated date and time (as per the time of the e-procurement portal). The bidders should take care to upload the Proposals and all relevant documents sufficiently well in advance without waiting till the last hour.

b) BMTC may, at its discretion, extend the deadline for submission of Proposals by amending the RFP Documents, in which case all rights and obligations of BMTC and Bidders will thereafter be subject to the deadline as extended. The amendment/ notification will be notified in the e-procurement portal (https://kppp.karnataka.gov.in).

22. Late Bids

Bids received after the due date and time as specified in the RFP (including the extended period if any) for any reason whatsoever, shall not be accepted.

23. Only One Proposal

Interested bidders may submit only one proposal. If a bidder submits more than one bid, such bids shall be disqualified.

24. Modification and Withdrawal of Proposals

No proposal shall be modified or withdrawn in the intervening period between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire bid security may be forfeited if any of the bidders modify or withdraw their bid during the validity period.

25. Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements and failure to acknowledge the receipt of amendments are common causes for holding proposals non-conforming.

26. Disqualification

The bidder's proposal is liable to be disqualified in the following cases:

a) Proposal submitted without EMD;
b) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal;
c) During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices;
d) The bidder qualifies the proposal with its own conditions or assumptions;
e) Proposal is received in incomplete form;
f) Proposal is received after due date and time;
g) Proposal is not accompanied by all the requisite documents;
h) A commercial bid submitted with assumptions or conditions;

- If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)

i) If bidder provides quotation only for a part of the project;
j) Information submitted in Pre-qualification and technical proposal is found to be misrepresented, incorrect or false, forged documents, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period of the contract if any;
k) Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process;
l) Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 10 working days from the date of issue of Letter of Intent or within such extended period, as may be specified by BMTC.
m) Bidders may specifically note that while evaluating the proposals, if it comes to BMTC's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by BMTC.
n) If, the bid security, pre-qualification and technical proposal and the entire documentation submitted along with that found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
o) Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices;
p) In case bidder fails to meet any of the bidding requirements as indicated in this RFP;
q) Bids not complying the Bid Evaluation Criteria (BEC) shall not be evaluated further.
r) Any response to bid which includes condition leads to rejection of bid.
s) Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- EMD
- Submission of contract Performance Bank Guarantee as per tender.
- Period of validity of bid.
- Firm & fixed prices throughout execution of contract.
- Offer for complete scope of work.
- Warranty and guarantee for work executed.
- Resolution of dispute/ arbitration clause.
- Payment terms.
- Penalty provisions.
- Documents pertaining to GST registration.
- Force Majeure.
- Applicable law.
- Scope of work.
- Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- Disclosure of Price in Un-Priced Bid.

27. Evaluation of proposal

a) A tiered evaluation procedure will be adopted for evaluation of proposals, with the pre-qualification evaluation, and then the commercial proposals are opened.

b) Bidders, whose EMD and Tender Document Fees are found in order, shall be considered for Pre-Qualification Criteria and Evaluation.

c) BMTC will review the pre-qualification of the bidders to determine whether the bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.

d) BMTC shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence by bidders may lead to rejection of their bids.

e) Evaluation of the technical part of the bid will be carried out in Pre-qualification Criteria.

f) Only bidders who satisfy the Pre-qualification Criteria will be qualified for financial Evaluation.

g) The Committee may seek inputs from their professional and technical experts in the evaluation process.

h) BMTC reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check may be considered during the evaluation process.

i) The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

j) The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

k) During the bid evaluation, BMTC may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. BMTC is entitled to ask for clarifications as many times as possible from the bidders to the satisfaction of the Evaluation Committee.

l) If the bidder fails to provide the clarification or additional information sought in the stipulated time, the information provided in the technical/pre-qualification proposal only will be used for evaluation. It is clearly understood that the additional information or clarification on the technical/ pre-qualification proposal provided by the bidders will not be the

basis for affecting any changes in the Financial Proposal already submitted by the bidders.

m) **Proposal Presentations:** The Tender Evaluation Committee may invite each pre-qualified bidder to make a presentation to BMTC at a date, time and venue decided by BMTC. The bidders shall demonstrate the functionalities meeting the requirements specified in RFP. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the Committee and orchestrate the key points in their Proposals.

n) Financial proposals of only those bidders who are qualified in the pre-qualification Evaluation will be opened and evaluated further to determine whether the financial proposals are substantially responsive. The date of opening of the financial bids would be intimated later after completing the pre-qualification evaluation process.

o) Lowest evaluated price will be considered.

28. Negotiations

a) Negotiations will be held at the address indicated in the RFP. The aim is to reach agreement on all points and sign a contract.

b) Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing, financial proposal and any suggestions made by the firm to improve the Terms of Reference.

c) The Client and bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

d) Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available.

e) The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the bidder may be disqualified.

f) The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the bidder will initial the agreed contract.

29. Clients' Right to Accept any Bid and to Reject any or all Bids

BMTC reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BMTC's action.

30. Award of Contract

a) BMTC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and the contract will be awarded following negotiations with the Bidder with the Lowest Evaluated price.

b) On award of the Letter of Intent and its acceptance by the Successful Bidder, the Successful Bidder shall be required to submit the Performance Bank Guarantee (PBG) as per RFP within 10 days from the date of issue of Letter of Intent and enter into an agreement with BMTC for the successful completion of the scope and tasks as per the Terms and Conditions of the RFP.

31. Notification of Award

a) The Bidder whose Bid has been accepted will be notified of the award by BMTC prior to expiration of the Bid validity period by Letter of Intent (LOI).

b) The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of RFP.

32. Signing of Agreement

a) The Agreement will incorporate all agreements between BMTC and the successful Bidder. Within 10 days of receipt of Work Order, the successful Bidder will sign the Agreement and deliver it to the Client.

b) The Agreement shall be signed by the COSP, CSM & CME of BMTC.

33. Failure to agree with the Terms & Conditions

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in which event BMTC may call for fresh RFP.

34. Security Deposit/ Performance Security

a) The Performance Security shall be provided by the successful bidder in the form of Bank Guarantee (BG) from any of the Nationalized Banks or Public Sector Banks in favour of the "Controller of Stores and Purchases, BMTC, BANGALAORE - 560027".

b) The BG shall be furnished for an amount equivalent to 5% of total contract value within 10 days of issuance of LOI.

c) The Performance Security shall be valid up to 18 months from the date of Letter of Intent. If the project duration gets extended, the performance security shall be valid until 180 days (6months) from the new date of completion of project.

d) The successful bidder shall keep the Performance Bank Guarantee valid and enforceable throughout the Term and for a period of 180 days after the Term. In case the Performance Bank Guarantee provided by the successful bidder to BMTC is set to expire for any reason whatsoever at any time before expiry of 60 days after the Term, the successful bidder shall renew and provide to BMTC renewed Performance Bank Guarantee at least 60 days prior to its date of expiry. Upon any failure on part of the successful bidder to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be en-cashed by BMTC without giving any notice to the successful bidder or to any other Party.

e) Failure of the successful bidder to comply with the requirements specified in RFP shall constitute a breach of contract, cause for annulment of the award, forfeiture of the Performance Security and any such other remedy the Client may take under the contract.

f) There will be no interest on the Security Deposit amount.

g) This is without prejudice to any other action that may be taken by BMTC under the terms and conditions of this Contract.

h) BMTC, without prejudice to any of its rights or remedies under this Contract, is free to en-cash the Performance Bank Guarantee in part or in full, in terms. In the event of the invocation of any amount of the Performance Bank Guarantee by BMTC under the Contract, the IA shall immediately take appropriate steps to establish the Performance Bank Guarantee at its full value contemplated under the Contract within 15 days of the date when the Performance Bank Guarantee is wholly or partially invoked by BMTC.

35. Contract Period

a) After Go-Live, The BMTC will require the firm to enter into contract for a period of one year(01) for maintenance, and regular updates. Same may be extended further for a period of another one year on satisfactory performance and with mutual consent at the same price.

b) In case of unsatisfactory performance, BMTC reserves the right to terminate the contract with prior notice.

36. Non-Disclosure Agreement (NDA)

Successful bidder has to sign the Non-Disclosure Agreement with BMTC, as prescribed in ANNEXURE – 3.

37. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning bidder has been notified that the contract has been awarded.

38. Forfeiture of EMD

The EMD may be forfeited:

a) If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any;

b) In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time;

c) During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

d) Deliberate attempts by the bidder to share wrong information/ manipulate information/ hide the facts

39. Liquidated Damages

If the Supplier fails to provide the software within the period(s) specified in the RFP, then BMTC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract. Managing Director, BMTC, will be the final authority on deciding the same.

40. Risk Purchase / Penal Clause

a) If supplies/ services are not provided as per the requirement prescribed or the revised requirements intimated by BMTC from time to time, if any, BMTC will get such requirements done from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the performance Bank Guarantee. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfilment of contractual obligations.

b) The services should meet the specific requirement/ specifications as prescribed in the Tender. If the supplies/ services do not confirm to the specification/ do not meet the performance and if the supplies/ services are not affected as agreed upon, the BMTC reserves the right to Blacklist the firm.

41. Conflict of Interest

Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with BMTC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

42. Fraudulent and Corrupt Practices

- "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BMTC, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BMTC of the benefits of free and open competition.

In such cases,

a) BMTC will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

b) Debarment of Tenderer: BMTC may debar bidders for a period not exceeding three years from the participation in its tenders following such procedure as may be prescribed on the ground that bidder is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stages of procurement activity with a fraudulent intension". Provided that, no tenderer shall be debarred without giving opportunity of being heard.

c) BMTC will have the right to inspect bidder's accounts and records relating to the performance of the contract and to have them audited by respective auditors appointed by BMTC relating to this project.

Furthermore, bidders shall be aware of the provision of the General Conditions of Contract.

Measures to be taken after Debarment:

The Procurement Entity may take appropriate measures in respect of debarred tenderer or contractor or supplier including one or more of the following, namely,

i. reject the bid and forfeit or encash EMD or Bid Security;
ii. terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by Procurement Entity;

iii. forfeit or encash any other security or guarantee or bond provided by such tenderer or contractor or supplier in relation to such procurement; and
iv. recover payments including advance payments, if any, made by the Procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

43. Dispute Resolution

Any dispute arising during Contract Period between the parties shall be resolved amicably without adversely impacting Project Implementation and Operation. In case of any legal dispute arising between BMTC and any Tenderers shall be within the jurisdiction of Bengaluru City Civil Courts only.

44. Termination for Insolvency and Breach

BMTC may at any time terminate the contract by giving 30 days written notice to the bidder in any of the following events:

a) If a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

b) If the bidder, being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver, Liquidator or Manager, or

c) If the bidder commits any breach of the contract not herein specifically provided for.

In this event, termination will be without compensation to the bidder, provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to BMTC and provided also that the bidder shall be liable to pay to BMTC any extra expenditure it is thereby put to and the bidder shall, under no circumstances, be entitled to any gain on repurchase.

45. Termination for Convenience

a) BMTC/ Service Provider may at any time by giving 30 days written notice terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for either of the parties convenience, the extent to which performance under the Contract is terminated, and the date upon which such termination becomes effective. In case the Service provider issue notice for termination,

i. The service provider shall continue the services, till an effective alternative is found by the BMTC, even beyond 30 days of notice period, without any disruption of services.
ii. The Service Provide shall provide the KT and all other related/ required information to the agency identified by the Corporation.
iii. Payment pending to the service provider till the service period, will be paid, only after smooth transfer of KT and others as mentioned in point (ii).

b) In case of any violations, the PBG given by the service provider will be forfeited, the firm will be blacklisted and/or penalty will be levied as decided by the BMTC.

c) BMTC may in the following events after giving a prior notice and conducting investigations if required, terminate:

i. If the Bidder becomes Bankrupt or financially insolvent during the period of the contract.
ii. If it is found that the bidder has been convicted for any unlawful activities.
iii. If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the Department or has failed in performing his duties as per contract.

Section-3. Tender Forms

PQ FORM – 1	Format for Pre-Bid Queries/ Request for Clarification
PQ FORM – 2	Proposal Submission Form
PQ FORM – 3	Checklist
PQ FORM – 4	Bidder Profile
PQ FORM – 5	Average Annual Turnover and Net worth
PQ FORM – 6	Previous Experiences Details
PQ FORM – 7	Declaration on not being black listed/ defaulted
PQ FORM – 8	GST Rate Declaration
PQ FORM – 9	Proforma of Declaration
PQ FORM – 10	Declaration on No Bankruptcy/ Insolvency
PQ FORM – 11	Declaration for Compliance on Land Border sharing
TQ FORM – 1	Compliance and Sizing of Infrastructure
TQ FORM – 2	Undertaking on Patent Rights
TQ FORM – 3	Non-Malicious Code Certificate
TQ FORM – 4	Declaration of Data Security
ANNEXURE – 1	Format for Performance Bank Guarantee
ANNEXURE – 2	Format for Power of Attorney
ANNEXURE – 3	Format for Non-Disclosure Agreement (NDA)
ANNEXURE – 4	List of existing Depots and Zones of BMTC

PQ FORM – 1: Format for Pre-Bid Queries/ Request for Clarification

Bidders requiring specific points of clarification may communicate with BMTC on their letterheads during the specified period using the format given below.

Note:

- Pre-bid queries to be sent to e-Mail id cosp@mybmtc.com
- Interested bidders can attend the pre-bid meeting either virtually or physically at the Client's office. Pre-Bid meeting link shall be intimated.

RFP Reference No:

Format for Pre-bid Queries				
Name and complete official address of the bidder submitting query/request for clarification:			Telephone, Fax and E-mail of the bidder Tel: Fax: e-Mail:	
Sl. No.	**Clause Reference and Title**	**Page number**	**Clause Description**	**Change Requested/ Clarification required**

Signature:
Name of the Authorized signatory:
Company seal:
Date and Stamp:

PQ FORM – 2: Proposal Submission Form

(To be provided on the Company's Letter head)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com

Dear Sir,

Subject: Submission of proposal in response to the RFP for Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

We hereby offer to execute the above mentioned contract for "Service Provider for Development and Maintenance of Material Management and Vehicle Maintenance Software for BMTC" as per the condition of RFP and hereby submit our offer to deliver the professional services as specified and described in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to BMTC is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document. We declare that our offer is valid for a period of 90 days from the date of submission of bid and ready to extend the validity of the bid for further period as informed by BMTC.

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank guarantee in the form prescribed in the Tender Forms section of the RFP.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/ We are entitled to act on behalf of our Company/ Corporation/ Firm/ Organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully,

(Signature of the Authorized Person)

Name:

Designation:

Duly authorized to sign the tender response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

Place:

Date:

PQ FORM – 3: Checklist

(To be provided on the Company's Letter head along with Proposal Submission Form)

Sl. No.	**Proposal Requirement**	**Compliance (Yes/No)**
1	Proposal Submission Form	

2	Checklist	
3	Bidder Profile	
4	Earnest Money Deposit	
5	Certificate of Registration or Incorporation of the Bidder	
6	Copy of GST Registration Certificate of the Bidder	
7	Copy of PAN Card	
8	Extracts from the audited balance sheet and profit & loss statement for the financial years 2020-21, 2021-22, 2022-23 and 2023-24, 2024-25 indicating the amount of turnover during these years.	
9	Certificate from Statutory Auditor regarding the bidder having positive net worth in each year for last three financial years i.e. 2022-23 and 2023-24, 2024-25	
10	Purchase Order/ Work Order/ Project Completion Certificate etc. from the Clients/ Statutory Auditor Certificate indicating that the bidder has developed and maintained web applications for Government/ PSU/ STU/ Corporation in India in last five years as on bid submission date.	
11	Copy of valid certification related to: • ISO 9001:2015 or higher Quality Management • ISO 20000-1:2018 or higher IT - Service Management • ISO 27001:2013 or higher Information Security Management System	
12	Declaration by the bidder duly notarized and signed by the authorized signatory on Non– judicial stamp paper of appropriate value stating that they are not under a declaration of ineligibility/ banned/ blacklisted/ debarred by any Government/ PSU/ STU/ Corporation/ Smart City SPV in India as on bid submission date.	
13	Declaration by the Authorized Signatory of the Bidder stating the GST and .	
14	Declaration by the bidder duly notarized and signed by the authorized signatory on Non– judicial stamp paper of appropriate value stating that the firm has not been declared bankrupt or in the process of insolvency proceedings as on bid submission date.	
15	Proforma of Declaration by the bidder on a Government Stamp Paper of Rs. 20/-	
16	Compliance certificate/ declaration on Rs. 20/- & above stamp paper regarding restrictions on public procurements from the bidders of countries which share a land border with India.	
17	Undertaking by the Authorized Signatory of the Bidder on Compliance and Sizing of Infrastructure	
18	Undertaking signed by the Authorized Signatory of the Bidder that the deliverables are not infringing on any patent or intellectual and industrial property rights as per the applicable laws	
19	Self-Certification signed by the Authorized Signatory of the Bidder that the software being offered/ developed as part of the contract not contains any kind of malicious code.	
20	Declaration signed by the by the Authorized Signatory of the Bidder about data security.	
21	Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder	
22	Non-Disclosure Agreement (NDA) signed by the by the Authorized Signatory of the Bidder	
23	Detailed document on Proposed Solution, Implementation Plan and Architecture	

PQ FORM – 4: Bidder Profile

(To be provided on the Company's Letter head)

Sl	Information of the Bidder	Details
1	***Name and Address***	
	Name of the Bidder/ Lead Bidder	
	Address	
	Contact Number	
	Fax	
	e-Mail	
	Website	

2	***Firm Details***	
	Registration/ Incorporation Number	
	Date of Registration/ Incorporation	
	GSTIN	
	Service Tax Registration No.	
	Permanent Account Number (PAN)	
	Area of Business/ Services of the Firm	
	Status of Company (Public Ltd., Pvt., Ltd., etc.)	
3	***Authorized Signatory Details***	
	Name of Authorized Signatory	
	Designation	
	Address	
	Telephone Number	
	Fax	
	Mobile Number	
	e-Mail	
4	***Bank Account Details of Lead Bidder***	
	Account No	
	Beneficiary Name	
	Bank Name	
	Branch Name	
	IFSC Code	

Yours faithfully,

Authorized Signatory

Designation

Date:

PQ FORM – 5: Average Annual Turnover and Net worth

(To be provided by the Chartered Accountant)

Bidder's Name: [Full Name]:	

ANNUAL TURNOVER	
Financial Year	**Amount (INR)**
2020-21	
2021-22	

2022-23	
2023-24	
2024-25	
Average Annual Turnover	

POSITIVE NET WORTH	
Financial Year	**Amount (INR)**
2022-23	
2023-24	
2024-25	

Name of Chartered Accountant (CA)	
Seal and Signature of CA	
Membership Number of CA	
Firm Registration No.	
UDI no.	

Note:

i. Attach copies of the Audited Financial Statements for 5 years as specified in the above table, certified by Chartered Accountant or company Auditor.
ii. All such documents reflect the financial data of the tenderer and not that of sister or parent company.
iii. Historic financial statements must be complete, including all notes to the financial statements.
iv. The financial data in above prescribed format shall be certified by Chartered Accountant/ Company Auditor in original under his signature, stamp & membership number, Firm Registration Number & UDIN.

PQ FORM – 6: Previous Experiences Details

(To be provided on the Company's Letter head, separately for each project)

Work Experience	
Name of the Project:	Location:
Name and address of the Client:	Client's contact person name, address, email and mobile number:
Name of the Legal Entity in whose name the contract is:	

Duration of the Project (months):	Start date (Month/year): Completion date (Month/year):
Total value of the Contract (In INR):	Whether fully completed/ partly completed:
Value of the services provided by the firm under the contract (in INR):	Go-live/ Acceptance/ Completion certificate from the Client Attached (Yes/No):
Name of associated organizations, if any:	Role of consortium member (if any):
Brief description of the Project:	
Detailed Scope of services, coverage, and relevance to this project: (Please do specify various project components in detail)	
Does the Work order/ Purchase Order/ Copy of Completion Certificate/ Letter of Award specify the Value of the Contract? (Yes/ No): (In case of value not specified, please attach self-declaration by the authorized signatory of the firm stating the value of the contract and the project scope of services.)	
Note: Work Experience to be supported by valid supporting documents such as Work Order, Work Completion/ Performance Certificate.	

PQ FORM – 7: Declaration on not being black listed/ defaulted.

(To be submitted on a Government Stamp Paper of Rs. 20/-)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com

Sub: Declaration on not being black listed/ defaulted.

Ref: Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

Dear Sir,

We declare that we have not been blacklisted/ defaulted/ bankruptcy/ barred from participating in the tender (s) by any of the State/ Central Government Organization/ PSU/ STU/ Corporation/ Smart City SPV in India for breach of contract during last three years.

Further, we have not been declared ineligible for corrupt and fraudulent practices issued by any of the State Government/ Government of India/ Union Territory. The assessment of the previous project performance shall also be considered.

It is hereby confirmed that I/ We are entitled to act on behalf of our Company/ Corporation/ Firm/ Organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

For and on behalf of

(Name of Applicant or Bidder)

Company Seal:

Place:

Date:

PQ FORM – 8: GST Rate Declaration

(To be submitted on the Company's Letter head)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com

Sub: GST Rate Declaration.

Ref: Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

Sl No	Component	Number of Users(quantity)	HSN Code	GST %
1	Lump sum charges for Designing, Development, training, operations and Maintenance of Integrated Material Management and Vehicle Maintenance Software for BMTC per user per month	600		

Thanking you,

Yours faithfully

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Seal:

Date:

Place:

PQ FORM – 9: Proforma of Declaration

(To be furnished on a Government Stamp Paper of Rs. 20/-)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com

Sub: Proforma of Declaration

Ref: Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

Dear Sir,

1. We hereby declare that all the particulars furnished by us in this tender are true to the best of our knowledge and we accept that, if any stage, the information furnished is found to be incorrect of false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above. Additionally, the performance of our previous projects can be verified for satisfactory results.
2. We agree to abide by the payment clause as mentioned in the RFP. We are aware that the security deposit will be refunded/ returned as per the terms of RFP.
3. The rates quoted in the e-procurement portal are final and we agree to hold the same till the completion of the deliverables as per the contract.
4. We agree to furnish Security Deposit as per terms and conditions within time mentioned in the tender. We agree to extend the validity of the bank guarantee/ security deposit unconditionally in case needed as per the requirement of BMTC.
5. We undertake to fulfil all the statutory requirements.
6. We are aware of the fact that, any conditional offer/ counter conditions (Technical or Financial bid) shall lead to rejection of our tender.
7. We undertake to abide by all the terms and conditions of tender, in case of violation of any of the Terms and conditions of the tender, we understand that we are liable to be barred by BMTC for participating in future three tenders.
8. We comply to SLA parameters mentioned in the tender.

Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:
Telephone:
E-mail Id:

PQ FORM – 10: Declaration on No Bankruptcy/ Insolvency

(Proforma of Declaration to be furnished duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/-)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com

Sub: Declaration on No Bankruptcy/ Insolvency.

Ref: Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

Dear Sir,

This is to certify that the bidding entity is <company name>, engaged in providing <type of services>.

I, <name of signatory>, <designation>, do hereby declare to the best of our knowledge and information available with us on <bid submission date dd/mm/yyyy>, that <company name> has not been declared bankrupt or in the process of insolvency proceedings.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Date:

PQ FORM – 11: Declaration for Compliance on Land Border sharing

(To be submitted on a Government Stamp Paper of Rs. 20/-)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com.

Sub: Declaration for Compliance on Land Border sharing

Ref: Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

Dear Sir,

We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd:

08.02.2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021 and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

i. I/ We certify that, we are not from such a country which shares a land border with India and we are eligible to be considered.
Or
I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfil all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

ii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfil all requirements in this regard and is eligible to be considered. (A copy of the valid registration issued by the Competent Authority to be enclosed if applicable)

iii. We declare that, we will not provide services directly/ indirectly from the vendors from the countries sharing land border with India unless such vendor is registered with the Competent Authority.

iv. We aware of the fact that, if the information provided by us in this certificate/ declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ Loi and further legal action against us in accordance with law.

v. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone:

E-mail Id:

TQ FORM – 1: Compliance and Sizing of Infrastructure

(To be provided on the Company's Letter head)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com.

Sub: Undertaking on Compliance and Sizing of Infrastructure.

Ref: Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

Dear Sir,

As the Implementation Agency, I/We hereby confirm that we have appropriately proposed and sized the hardware and software (including licenses) based on the requirements specified by BMTC in its RFP document. Our proposal aligns with the Service Level requirements and AS-IS specifications provided for various components. We assure BMTC that the sizing covers all the functionality outlined in the RFP document.

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Date:

TQ FORM – 2: Undertaking on Patent Rights

(To be provided on the Company's Letter head)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com.

Sub: Undertaking on Patent Rights

Sir,

1. I/We as Bidder do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the systems, solutions or any part thereof to be deliverable by us. We shall indemnify BMTC against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use.
3. If it is found that it does infringe on patent rights, I/ We absolve BMTC of any legal action.

Yours faithfully,

Authorized Signatory

Designation

Date:

TQ FORM – 3: Non-Malicious Code Certificate

(To be provided on the Company's Letter head)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com.

Sub: Non-Malicious Code Certificate

Sir,

I/We hereby certify that the software being offered/ developed as part of the contract does not and will not contain any kind of malicious code that would activate procedures to:

a. Inhibit the desired and the designed function of the equipment / solution.
b. Cause damage to the user or his equipment/ solution during the operational exploitation of the equipment / solution.
c. Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.
d. Collect, compile, or use citizen data for purposed other than to strictly provide services as per the requirements of the RFP.

There are/ will be no Trojans, Viruses, Worms, Spywares, Phishing, or any malicious software on the system and in the software offered or software that will be developed.

Without prejudice to any other rights and remedies available to BMTC, we are liable under Information Technology Act, 2000 and 2008 and Indian Penal Code 1860 in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in offered / developed software.

Yours faithfully,

Authorized Signatory

Designation

Date:

TQ FORM – 4: Declaration of Data Security

(To be submitted on the Company's Letter head)

Date: dd/mm/yyyy

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com.

Sub: Declaration of Data Security.
Ref: Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

Dear Sir,

We....., who are established and reputable bidder having office at ..... do here by certify that BMTC shall have absolute right on the digital data and output products processed/produced by us. We shall be responsible for security/safe custody of data during processing.

We also certify that the data will not be taken out of the BMTC's premises on any media. The original input data supplied to us by BMTC and output products processed/produced from input data will not be passed on to any other agency or individual other than the authorized person of BMTC. We shall abide by all security and general instructions issued by BMTC from time to time.

We also agree that any data from our computer system will be deleted in the presence of BMTC officials after completion of the project task.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Date:

ANNEXURE – 1: Format for Performance Bank Guarantee

(To be provided on the Company's Letter head)

Date:

To,

Controller of Stores & Purchases,
Bengaluru Metropolitan Transport Corporation (BMTC),
Central Offices, Shanthinagar, Bengaluru-560027
e-mail:cosp@mybmtc.com.

Dear Sir,

Sub: Submission of Performance Bank Guarantee

Ref: RFP for "Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC".

01	GUARANTEE NO	
02	AMOUNT OF THE GUARANTEE	
03	GUARANTEE COVERS FROM	
04	LAST DATE FOR LODGMENT OF CLAIM	

WHEREAS ..... (Name of Service Provider) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract No..... dated, ... 20... for Development and Maintenance of Integrated Material Management and Vehicle Maintenance Software for BMTC hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....

Address: .....

ANNEXURE – 2: Format for Power of Attorney

(On Non – judicial stamp paper of Rs.20/- or such equivalent amount and document duly attested by notary public)

Sub: Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance software for BMTC.

*****

Power of Attorney

KNOW ALL MEN by these presents, we ..... (name of the supplier and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... ..... (name and residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "attorney"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for this tender including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to BMTC, representing us in all matters before BMTC, if selected, undertaking negotiations with BMTC prior to the execution of the Contract and generally dealing with BMTC in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature)

(Name, Title and Address)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs. 20/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

ANNEXURE – 3: Format for Non-Disclosure Agreement (NDA)

(To be submitted on the Company's Letter head)

This AGREEMENT (here in after called the “Agreement”) is made on the[day]day of the month of[month], [year], between, BMTC on the one hand, (hereinafter called the “BMTC”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at[Address]WHEREAS

1. The “BMTC” has issued a public notice inviting various organizations for Development and Maintenance of Material Management and Vehicle Maintenance Software for BMTC(here in after called the “Project”);
2. The Bidder, having represented to the “BMTC” that it is interested to bid for the proposed Project
3. The BMTC and the Bidder agree as follows:
    a) In connection with the “Project”, the BMTC agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the BMTC operations that are considered confidential.
    b) The Bidder to whom this information(Request for Proposal)is disclosed shall–
        i. Hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
        ii. Restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations here under with respect to such information;
        iii. Use the information only as needed for the purpose of bidding for the Project;
        iv. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
        v. Under take to document the number of copies it makes
        vi. On completion of the bidding process and in case unsuccessful, promptly return to the BMTC, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
    a) Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
    b) is or becomes publicly known through no wrongful act of the Bidder; or
    c) is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the BMTC to the Bidder.
6. BMTC will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. BMTC reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring

rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the BMTC to the Bidder, the BMTC shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the BMTC is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the BMTC on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.

9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the BMTC, the Bidder shall
    i. cease using the information,
    ii. return the information and all copies, notes or extracts thereof to the BMTC forth with after receipt of notice, and
    iii. upon request of the BMTC, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the BMTC and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/ or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided “As-Is”. In no event shall the BMTC be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the BMTC and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder (Signature)

(Name of the authorized Signatory)

Designation:

Date:

Time:

Seal:

Business Address:

ANNEXURE – 4: List of existing Depots and Zones of BMTC

Depots of BMTC					
SL No	**Depots**	**Location**	**SL No**	**Depots**	**Location**
1	Depot 2	Shanthinagar	26	Depot 28	Hebbal

2	Depot 3	Shanthinagar	27	Depot 29	K.R.Puram
3	Depot 4	Jayanagar	28	Depot 30	Yelahanka
4	Depot 6	Indranagar	29	Depot 31	SUMANAHALLI
5	Depot 7	Subashnagar	30	Depot 32	Surya city
6	Depot 8	Yeshwanthpura	31	Depot 33	poornapragna layout
7	Depot 9	Peenya	32	Depot 34	kothanur dinne
8	Depot 10	Hennur	33	Depot 35	kannahalli
9	Depot 11	Yelahanka	34	Depot 36	Bidadi
10	Depot 12	Kengeri	35	Depot 37	Kengeri
11	Depot 13	Katriguppe	36	Depot 38	Chikkanagamangala
12	Depot 14	R.T.Nagar	37	Depot 39	Hoskote
13	Depot 15	Kormangala	38	Depot 40	Nelamangala
14	Depot 16	Deepanjalinagar	39	Depot 41	Gunjur
15	Depot 17	Chandra layout	40	Depot 42	Kodathi
16	Depot 18	ITPL	41	Depot 43	Shivanpura
17	Depot 19	Electronic city	42	Depot 44	Anjanapura
18	Depot 20	Bhanshankari	43	Depot 45	M.S.Palya
19	Depot 21	Rajarajeshwari nagar	44	Depot 46	sadenahalli
20	Depot 22	Peenya	45	Depot 47	Mandur
21	Depot 23	Kalyannagar	46	Depot 48	Byrathi
22	Depot 24	K.R.Puram	47	Depot 49	Bidadi
23	Depot 25	H.S.R.Layout	48	Depot 50	Devanahalli
24	Depot 26	Yeshwanthpura	49	Depot 51	Sadaramangala
25	Depot 27	Jigani	50	Depot52	Huttanahalli

List of Workshops of BMTC

S.N	Name	Place

1	CWS-1	Shanthinagara
2	CWS-2	K R Puram
3	CWS-3	Challaghatta
4	CWS-4	Dasanapura

Central office level: Directors and HODs, Mechanical, Stores and Accounts department, Divisional Level officers

Major Bus stands, TTMCs, Training centres, Dispensary

Section-4. Terms of Reference

1. Introduction

The Bengaluru Metropolitan Transport Corporation(BMTC) is the sole public bus transport service provider in Bengaluru, serving urban, sub-urban and rural areas. BMTC is committed to provide quality, safe, reliable, clean and affordable travel. The testimony of its success lies in increasing passenger trips everyday by a wide range of customer base. To modernize its services for commuter comfort, BMTC strives to strengthen information systems and improve processes through introduction of intelligent technology solution, make capacity enhancement through infrastructure development, user-friendly interchange facilities, fleet upgradation and augmentation, apart from its core activities, which includes fare structuring, route network optimization, planning and monitoring. BMTC reaches far and wide, in every nook and corner of the city, making public transport an attractive travel choice for everyone. BMTC's stronghold in the area of public transport in Bengaluru is a testimony to its adoption of sound Management, HR, Quality and Environmental policies and strong support from the Government of Karnataka and esteemed passengers.

2. Objectives of RFP

The purpose of this RFP is to select a service provider to develop, implement and maintain Material Management and Vehicle Maintenance Software as per the requirements of BMTC.

3. Broad Scope of the Work

The broad scope of the work includes the following:

1. Design, development, testing, deployment and maintenance of Material Management and Vehicle Maintenance Software for BMTC.
2. Digitise and automate vehicle maintenance activities across depots and workshops through Digital Job Cards and other maintenance records.
3. Implement real-time item fitment monitoring and lifecycle management for major spare parts and assemblies.
4. Centralise procurement and inventory management across central office purchase section, Central Stores, Depot Stores, and the Central Workshop with live stock visibility.
5. Digitisation of purchase requisition, purchase order, and supplier management workflows.
6. Enable data-driven decision-making through dashboards, KPI monitoring, and analytics for CME, COSP, Depot Managers, and senior management.
7. Eliminate paper records and manual follow-ups throughout the Stores and Mechanical departments.
8. Hosting the entire application on reputed Cloud Services Platform.
9. Maintenance of the application software including the changes/ modifications in the Digital Platform for a period of 5 years (60 months), from the date of declaration of Go-Live from BMTC.
10. 2 Factor authentications may be incorporated to the application by using mobile number and email ID.
11. The cloud services should be empanelled by MeitY, Government of India with required hardware & software resources, internet bandwidth etc., duly bearing all the costs, with scalability and meeting all the SLAs. All services including data shall however be guaranteed to reside in India.
12. Any addition of new additional features to the application before/after go live shall be taken up by selected bidder at no extra cost to Corporation.
13. The successful bidder to nominate a SPOC (single point of contact) for the project throughout the tenure of the project and the SPOC should reside in BMTC offices may be considered.

4. Functional Requirements

MECHANICAL DEPARTMENT — FUNCTIONAL REQUIREMENTS

The Mechanical Department requires the system to digitise and control all maintenance activities, fitment of spare parts, and lifecycle tracking of components fitted on buses across all depots and across all Workshops.

3.1.1 Fitment Monitoring

FR #	Sub-Module	Functional Requirement
FR-M-01	Fitment Tracking	System shall allow Store Clerk to record item issue details including Item ID, veh no, quantity, date, time, and Mechanic name/ID when a mechanic draws an item from the Depot Store.
FR-M-02	Fitment Tracking	System shall allow Mechanical Clerk to record fitment details: Bus number, Schedule number, Mechanic ID, Item ID, KM reading at fitment, and date/time of fitment.
FR-M-03	Fitment Tracking	System shall automatically reduce Depot Store stock upon issue of item to mechanic.
FR-M-04	Fitment Tracking	System shall support digital entry of fitment details for Workshop activities (body repair, major work, reconditioning, FC) — paper job cards shall be fully eliminated.

3.1.2 Digital Job Card

The Digital Job Card is the single source of truth for all maintenance activities. It replaces all paper job cards across depots and the Central Workshop.

FR #	Sub-Module	Functional Requirement
FR-M-05	Digital Job Card	System shall create a Digital Job Card as the single source of truth for all maintenance and material usage.
FR-M-06	Digital Job Card	Job Card shall capture: Bus number, Mechanic name/ID, Item ID fitted, date/time of work, KM reading, next scheduled maintenance KM, and description of work.
FR-M-07	Digital Job Card	System shall support creation of Job Cards for all maintenance types: Routine, Preventive, Breakdown, Accident, Assembly Reconditioning, and Body Repair.
FR-M-08	Digital Job Card	Job Card shall capture all fields as per the approved Digital Job Card format including Job Card Header, Vehicle Details, Mechanic Details, Work Details, Spares & Items, and Labour & Closure sections.
FR-M-09	Digital Job Card	Job Card status shall be auto-updated through the lifecycle: Open → In Progress → Pending Spares → Completed.
FR-M-10	Digital Job Card	Job Card shall be closed only after all work is completed and supervisor provides digital sign-off.
FR-M-11	Digital Job Card	Closed Job Cards shall remain permanently accessible in the vehicle's maintenance history.
FR-M-12	Digital Job Card	System shall automatically calculate total labour hours based on labour start and end times.

FR #	Sub-Module	Functional Requirement
FR-M-13	Digital Job Card	Job Card shall capture driver-reported defect and mechanic-confirmed actual defect separately.

3.1.2.1 Digital Job Card — Mandatory Data Fields

Section	Field	Format	Remarks
Job Card Header	Job Card Number	Auto-generated	Unique system number
Job Card Header	Job Card Date	Date	Date of creation
Job Card Header	Job Card Type	Dropdown	Daily / Preventive / Breakdown / Accident / Reconditioning / Body Repair/FC
Job Card Header	Depot / Workshop	Dropdown	Location where work is done
Job Card Header	Job Card Status	Auto-updated	Open / In Progress / Pending Spares / Completed
Vehicle Details	Vehicle Number (Bus No.)	Dropdown	Fleet/Registration number
Vehicle Details	Vehicle Make & Model	Auto-filled	From Vehicle Master
Vehicle Details	KM Reading at Intake	Numeric	Progressive km as per stat clerk
Vehicle Details	Date & Time — Vehicle Taken In	Date & Time	When vehicle entered maintenance bay
Mechanic Details	Mechanic Name & ID / Token No.	Dropdown / Auto	From Employee Master
Mechanic Details	Section	Dropdown	Engine / Transmission / Electrical / Tyre / Body
Mechanic Details	Tech. Supervisor Name	Auto-filled	Logged-in supervisor
Work Details	Description of Work	Free Text / Checklist	Work to be carried out
Work Details	Defect Reported by Driver	Text	Driver's reported defect
Work Details	Actual Defect — Mechanic	Text	Confirmed cause after inspection
Spares & Items	Item / Spare Name nomenclature & Part Number	Text	Name and OEM/BMTC part number
Spares & Items	Quantity Issued	Numeric	Quantity issued from stores

Section	Field	Format	Remarks
Spares & Items	Item Fitted — Position	Text	Location on vehicle
Spares & Items	Fitment Date & Time	Date & Time	Timestamp of fitment
Labour & Closure	Labour Start / End Time	Time	For calculating total hours
Labour & Closure	Total Labour Hours	Auto-calculated	End time minus start time
Labour & Closure	Date & Time — Vehicle Ready	Date & Time	When vehicle released for operation
Labour & Closure	Next Maintenance KM / Date	Numeric / Date	Due KM or date for next service

3.1.3 Item Removal and Lifecycle Monitoring

FR #	Sub-Module	Functional Requirement
FR-M-14	Item Removal & Lifecycle	System shall record item removal details: person who removed the item, date/time, reason for removal, and condition (Reusable / Scrap / Under Warranty).
FR-M-15	Item Removal & Lifecycle	System shall record source vehicle (removed from) and destination vehicle (fitted to) for all component transfers.
FR-M-16	Item Removal & Lifecycle	System shall route Reusable removed items back to Depot Store as serviceable stock and update stock balance automatically.
FR-M-17	Item Removal & Lifecycle	System shall route Scrap items to Scrap Store and log them for auction/disposal tracking.
FR-M-18	Item Removal & Lifecycle	System shall trigger Warranty Claim process for Under Warranty items and track claim status against the supplier.

3.1.4 Vehicle Management

FR #	Sub-Module	Functional Requirement
FR-M-19	Vehicle Management	System shall maintain a Vehicle Master with: vehicle number, type, model, chassis number, engine number, date of induction, and depot allocation.
FR-M-20	Vehicle Management	System shall support daily KM entry against each bus to support maintenance scheduling.
FR-M-21	Vehicle Management	System shall maintain assembly-level history for: Engine, Gearbox, Front Axle, Rear Axle, Alternator, Starter, Tyre & Tube.

FR #	Sub-Module	Functional Requirement
FR-M-22	Vehicle Management	System shall maintain complete vehicle history including all spares fitted/removed, service records, depot transfers, warranty parts, and accident records.
FR-M-23	Vehicle Management	System shall track vehicle lifecycle events: induction, depot allocation, inter-depot transfers and scrap with auction alerts.

3.1.5 Tyre and Major assembly Management

FR #	Sub-Module	Functional Requirement
FR-M-24	Tyre Management	System shall maintain a Tyre History Card recording every fitment and removal event per tyre, linked to vehicle and wheel position, track cumulative KM run per tyre across all vehicles and retreading cycles, shall track tyre position on vehicle: Front-Left, Front-Right, Rear-Left-Inner, Rear-Left-Outer, Rear-Right-Inner, Rear-Right-Outer, Spare.
FR-M-25	Tyre Management	System shall record tyre inflation tracking including pressure readings, date, and location.
FR-M-26	Tyre Management	System shall perform Tyre Life Analysis: km run per tyre, identification of premature wear.
FR-M-27	Tyre Management	System shall track scrap tyres with condition assessment and disposal records.
FR-M-28	Assemblies	System shall track all new major assemblies. Shall have its related reports
FR-M-29	Assemblies	System shall track all RC and other, if any, major assemblies. Shall have its related reports

3.1.6 Fuel Management

FR #	Sub-Module	Functional Requirement
FR-M-30	Fuel Management	System shall record daily fuel issue per bus including HSD quantity and driver details.
FR-M-31	Fuel Management	System shall calculate and track KMPL per bus and flag underperforming vehicles against standard norms.
FR-M-32	Fuel Management	System shall record Fuel GRN (Goods Receipt Note) from suppliers.
FR-M-33	Fuel Management	System shall maintain Underground Tank (UGT) Master with tank details and capacity per depot.
FR-M-34	Fuel Management	System shall maintain a Fuel Register with cumulative receipts, issues, and closing balances.

FR #	Sub-Module	Functional Requirement
FR-M-35	Fuel Management	System shall calculate average KMPL at vehicle, driver, depot, and vehicle model levels for any selected date range.

3.1.7 Preventive Maintenance Scheduling

FR #	Sub-Module	Functional Requirement
FR-M-36	Preventive Maintenance	System shall track EOC/Docking and 10-Day Maintenance schedules for all vehicles with auto-calculated due date and due KM.
FR-M-37	Preventive Maintenance	System shall auto-send alerts to Technical Supervisor and Depot Manager when a vehicle is approaching its due KM or due date.
FR-M-38	Preventive Maintenance	System shall update PM schedule status automatically: Upcoming / Due Today / Overdue / Completed.

3.2 STORES DEPARTMENT — FUNCTIONAL REQUIREMENTS

The Stores Department requires the system to manage all material bulk indent, Tendering, Issue of purchase order, receipt of materials using QR code and bar code(To demonstrate the technology for at least 5 items in any one depot and one workshop), identification, stock control, distribution, and replenishment across Central Stores, Depot Stores, and the Central Workshop and other offices.

3.2.1 Material Receipt at Central Stores

FR #	Sub-Module	Functional Requirement
FR-S-01	Material Receipt	System shall record Gate Entry (Receipt Control) for every incoming consignment at Central Stores including vendor details, item, quantity, and date.
FR-S-02	Material Receipt	System shall generate Inspection Report (IR) for quality acceptance or rejection of received goods.
FR-S-03	Material Receipt	System shall generate Receipt Voucher (RV) on acceptance and link it to the corresponding Purchase Order (CPO/LPO).
FR-S-04	Material Receipt	System shall update stock balance at Central Stores after RV generation on confirmation of items receipt by the concerned section

3.2.2 Item Master Management

FR #	Sub-Module	Functional Requirement
FR-S-05	Item Master	System shall assign a unique BMTC Item ID to each item. OEM part numbers shall be linked to the BMTC Item ID.
FR-S-06	Item Master	Item Master shall be created once and shared across all locations (Central Stores, all Depot Stores, Central Workshop) with no duplication.
FR-S-07	Item Master	Items shall be classified under Main schedule / Sub schedule hierarchy and ABC Classification (High / Medium / Low value).
FR-S-08	Item Master	System shall capture warranty details, batch numbers, manufacturing dates, and expiry dates for applicable items.
FR-S-09	Item Master	System shall support linkage of substitute/alternate items to the primary item record.

3.2.3 Distribution Flow — Central Stores to Depots, Workshop and other offices

FR #	Sub-Module	Functional Requirement
FR-S-10	Distribution Flow	System shall record every stock transfer from Central Stores to Depot Stores / Central Workshop/ other offices based on indents raised.
FR-S-11	Distribution Flow	Every dispatch shall be recorded as a Stock Transfer capturing: source, destination, item, quantity, and date.
FR-S-12	Distribution Flow	System shall automatically reduce stock at Central Stores and increase stock at receiving location upon transfer confirmation and acknowledgement.
FR-S-13	Distribution Flow	Receiving location shall acknowledge receipt in the system to complete the transfer cycle.

3.2.4 Real-Time Stock Visibility and Stock Control

FR #	Sub-Module	Functional Requirement
FR-S-14	Real-Time Stock Visibility	Stock position shall be visible in real-time to all Depots, Workshops, Central Stores, and Central Office level logins.
FR-S-15	Real-Time Stock Visibility	Central Stores shall be able to view stock at all Depot Stores and Central Workshop at any time.
FR-S-16	Stock Control &	System shall trigger replenishment alert when stock falls

FR #	Sub-Module	Functional Requirement
	Replenishment	below the defined Minimum Stock Level.
FR-S-17	Stock Control & Replenishment	System shall raise alert to concerned Store Officer when stock reaches the Reorder Level.
FR-S-18	Stock Control & Replenishment	System shall support stock valuation using Monthly Average Cost method.
FR-S-19	Stock Control & Replenishment	System shall support Physical Stock Verification — comparing system stock with physical count, recording and reconciling discrepancies.

3.2.5 Purchase Management

FR #	Sub-Module	Functional Requirement
FR-S-20	Purchase Management	System shall maintain a Supplier Master with approved supplier records including contact details, item categories, and performance history.
FR-S-21	Purchase Management	System shall generate Auto Purchase Requests as advance alerts to Store and Mechanical officers.
FR-S-22	Purchase Management	System shall support Central Purchase Orders (CPO) for bulk/corporate-level procurement.
FR-S-23	Purchase Management	System shall support Local Purchase Orders (LPO) for depot-level or emergency procurement.
FR-S-24	Purchase Management	System shall support issuance of Letter of Intent (LOI) as advance commitment to suppliers.
FR-S-25	Purchase Management	System shall support PO Amendment with reason and approval workflow for revisions to issued Pos.
FR-S-26	Purchase Management	System shall provide Pending PO Monitoring dashboard showing outstanding orders, expected delivery dates, and overdue supplies.

3.3 REPORTING REQUIREMENTS — MECHANICAL DEPARTMENT

The system shall generate the following reports as specified by BMTC’s Mechanical Department. All reports shall support date range filters and export in Excel and PDF formats. Day-wise, Depot-wise, Zone-wise, Workshop-level, and Central Office-level selection shall be available. Data displayed shall be based on user login level.

3.3.1 List of Required Reports

#	Report Name	Module / Area
1	Digital Job Card	MMS — Maintenance
2	Job Cards Register	MMS — Maintenance
3	Pending Job Cards Report	MMS — Maintenance
4	Vehicle Maintenance History Report	MMS — Maintenance
5	Preventive Maintenance Schedule Register	MMS — Maintenance
6	KMPL Report (Fuel Efficiency)	FMS — Fuel
7	Tyre Fitment & History Report	TMS — Tyre
8	Assembly-Level History Report	VMS — Vehicle
9	Vehicle Defect Report	MMS — Defect
10	Most Defective Bus Report	CME/DC/DME Analysis
11	Repeated Complaint Report	CME/DC/DME Analysis
12	Most Items Consuming Vehicle Report	CME/DC/DME Analysis
13	Low Performing Driver KMPL Report	CME/DC/DME Analysis
14	Low Performing Vehicle KMPL Report	CME/DC/DME Analysis
15	DVP Analysis Report	CME/DC/DME Analysis

3.3.2 Key Report Specifications

FR-R-01 Pending Job Cards Report

- Shall show all Open / In Progress / Pending Spares job cards with ageing in days.
- Ageing Categories: 0–1 Day / 2–3 Days / 4–7 Days / 7+ Days (auto-calculated).
- Shall capture reason for pending: Awaiting Spares / Under Inspection / Other.
- Filter by: Depot | Date Range | Ageing Category | Section.

FR-R-02 Preventive Maintenance Schedule Register

- Shall track EOC/Docking and 10-Day Maintenance schedules with approaching, pending, and completed status.
- System shall auto-calculate Due Date and Due KM based on last completed maintenance.
- Automatic alerts shall be sent to Tech. Supervisor and Depot Manager when vehicle approaches due KM/date.

FR-R-03 Most Defective Bus Report (CME/DC/DME Analysis)

- Shall rank buses by number of defects/breakdowns in the selected period.
- Cross-link defect count with maintenance history, pending job cards, and spare cost.
- Filter by: Depot | Zone | Date Range | Make / Model.

FR-R-04 Low Performing Driver KMPL Report (CME/DC/DME Analysis)

- Shall rank drivers by KMPL performance (lowest first) for a selected period.
- System shall flag drivers with KMPL more than 10% below standard for 3 or more consecutive days.
- Action Flag shall be auto-generated: Normal / Watch / Warning / Counselling Required.
- Threshold configuration shall be available to the Mechanical Section.

FR-R-05 Low Performing Vehicle KMPL Report (CME/DC/DME Analysis)

- Shall rank vehicles by KMPL performance (lowest first).
- Cross-link KMPL with pending defects, last docking date/KM, and open job cards.
- Recommended Action field: Monitor / Schedule Docking / Engine Tuning / Refer CWS.

FR-R-06 DVP Analysis Report (CME/DC/DME Analysis)

- Shall display Total Schedules, Total Vehicles, Off-road Vehicles, Off-road Reasons, and Spare Percentage.
- Available at Depot-wise, Zone-wise, and Central Office levels.
- Support Day-wise and Date Range views.

3.4 DOCUMENT DIGITISATION REQUIREMENTS

The following categories of existing BMTC paper records shall be fully digitised within the system. All digital formats must mirror the information structure of the existing paper documents.

3.5 CROSS-CUTTING FUNCTIONAL REQUIREMENTS

The following functional requirements apply across both the Mechanical and Stores modules.

FR #	Area	Requirement
FR-X-01	Integration	Material Management module shall be fully integrated with the Vehicle Maintenance module with real-time sync of stock and job card data.

FR #	Area	Requirement
FR-X-02	Integration	System shall trigger automatic stock reduction at Depot Store when an item is issued against a Job Card.
FR-X-03	Warranty Management	System shall maintain warranty claim tracking against suppliers for all warranty-tagged items removed from vehicles.
FR-X-04	Scrap Management	System shall route all scrapped components and tyres to the Scrap Store and generate disposal/auction alerts.
FR-X-05	Forecasting	System shall analyse previous consumption, failure patterns, and maintenance frequency to auto-generate material requirement forecasts by item, depot/workshop, and vehicle type.
FR-X-06	Forecasting	System shall flag items with high failure frequency or short life cycles for management review.
FR-X-07	Dashboards	System shall provide role-based dashboards showing: fleet status, stock levels with alerts, open job cards, procurement status, and fuel efficiency.
FR-X-08	Barcode	**System shall support barcode/ QR code reader integration at Central Stores and Depot Stores for item receipt, issue, and stock verification.
FR-X-09	Dashboards and reports(Accounts)	Related reports and records for auditing purpose as specified by accounts section; and its related login to concerned officials

- ✓ ****Successful bidder must demonstrate the capability of the Material management and vehicle maintenance software to integrate Barcode/QR Code technology. This must be demonstrated for at least 50 materials, and same data must be automatically updated after drawing or adding items using Barcode/QR code. Required hardware and software components cost will not be given by BMTC, successful bidder must bear the cost. This must be demonstrated in at least one depot, one workshop, and central purchase section.**
- ✓ **Fine-tuning of report formats and data fields will be finalised after discussions with the selected bidder.**
- ✓ **All reports shall support Date Range filter and export in Excel and PDF formats unless otherwise stated.**
- ✓ **Day-wise, Depot-wise, Zone-wise, Workshop-level, and Central Office-level data selections shall be available in reports, based on user login.**

- ✓ **Dashboards shall auto-refresh based on live data.**
- ✓ **The requirements listed in this document represent the baseline. BMTC reserves the right to add, modify, or remove requirements during the RFP process and subsequent discussions with the selected bidder.**

5. Technical Requirements

1. The successful bidder shall develop web based application software with hosting services as per the requirements of BMTC.
2. The application should be built using the latest web technologies. Open source technologies are preferred.
3. The application shall be compatible with all major browsers and shall be accessible from internet enabled devices.
4. The application and underlying components should support both horizontal and vertical scalability.
5. The Solution Provider shall prepare test data and arrange for the acceptance test of the entire system in a manner mutually agreed.
6. The entire application shall be hosted on reputed Cloud Services Platform equivalent to Tier-3 or above Data Center, empanelled by MeitY, Government of India with required hardware & software resources, internet bandwidth etc., duly bearing all the costs, with scalability and meeting all the SLAs. All services including data shall however be guaranteed to reside in India.
7. It would be the responsibility of the successful bidder to provide high end, high capacity hardware resources, software, required bandwidth connectivity etc. to provide the quality of service desired/ required by BMTC.
8. Software must be compatible to open in tabs/laptops/Desktops
9. Domain name for the web portal, as decided by BMTC shall be registered and renewed for the entire contract period, duly bearing all the costs. The Domain name shall be transferred to BMTC at the end of the contract period.
10. SSL certification shall be provided for the web portal duly bearing all the costs including certification renewal from time to time.
11. The web portal should be responsive in nature to fit all the sizes like desktop, tablets, mobiles etc.
12. The web portal should have secure authentication with username and password. Role based access controls shall be provided.
13. The system shall support multiple concurrent user queries/ transactions
14. The system shall allow the selection of any time period for the historical data (configurable).
15. System shall have the capability to store all the data pertaining to the entire contract period.

16. The successful bidder has to share the API/ data/ specific MIS as per the requirements of BMTC without any additional charges.
17. Selected bidder shall be responsible for integrating with the existing and futuristic IT projects as required by BMTC.
18. The Solution Provider shall carry out the necessary SMS gateway and e-Mail integration. All the SMS charges will be borne by BMTC.
19. The software solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against multiple component failures.
20. The system should support printing using any type of printer- Dot Matrix, Laser, Inkjet and on pre-printed or plain paper through any browser.
21. The solution must provide scalable access services to the System/ Solution, including scalability in terms of number of users, user groups, concurrent users, resources, and access control policies. In addition, it must be scalable to legacy and future applications/ resources that are attached to the Digital Platform. The ability to transport this solution for all future web-enabled services with minimal effort reduces future implementation costs and ensures a structured/ proven security environment.
22. It is hard to anticipate all present and future requirements. An open, extensible architecture and documented Application Programming Interfaces (APIs), Web services enable site developers to customize an access control system to their specific requirements. A platform that will grow with additional application deployment and scales (up to 600 users) as user traffic grows, while providing the highest level of reliability is required.
23. The service level requirements of the system including data availability and accuracy must meet the requirements.
24. The bidder to submit implementation plan and architecture.
25. Vehicle master data and fuel captured details can be fetched from AVLS(Automatic Vehicle Location System, Existing in BMTC)
26. Manual option to enter the starting progressive km of buses, later on the km shall added based on AVLS km capturing, which done by statistical clerk of BMTC. Based on this, related preventive maintenance shall be generated

27. <u>Audit Trail & Traceability:</u>

- System must maintain complete audit logs, including:
  - User actions(create/update/delete)
  - Timestamp and user identification
- Logs must be:
  - Tamper-proof
  - Retained for a defined period

- Easily retrievable for audits

- The system should store a minimum of 5 years data and archiving older records, a structured Data Retention and Archival Policy must be implemented.

28. QR Generation and Scanning Technology:

- The system shall support both generation and scanning of QR Codes.
- The solution shall support scanning through multiple devices, including:
  - Mobile camera-based scanning
  - Dedicated hand held QR scanners
  - Industrial or fixed.
- The QR module shall:
  - Enable real-time data capture and validation.
  - Ensure high accuracy and fast response time during scanning operations.

29. Security Requirements of QR Scanning Technology

1) QR data shall be secured using:
   - Encryption/tokenization
   - Time-bound validity (where applicable)

2) The system shall prevent:
   - Duplication
   - Unauthorized reuse (where applicable)

30. Performance Requirements of QR Scanning Technology:

- Generation time: ≤1second per code
- Scanning response time: ≤2 seconds
- System shall handle high-volume transactions without degradation.

31. Performance & Scalability:

- System should handle high transaction volumes efficiently.
- Logs of generated and scanned codes.
- Scalable to support future expansion (stores/workshops).
- Minimal system down time with high availability.

32. Access Control & Security:

- Secure login with password policies
- Audit trail for all transactions and user activities.
- The system should store MAC and IP Address for all transactions.

6. Hosting Requirements

1. **Cloud Hosting Specifications:** The application must be hosted on a cloud platform that complies with MeitY (Ministry of Electronics and Information Technology) guidelines for government IT solutions. The

hosting provider must demonstrate robust reliability and scalability to meet the needs of BMTC.

2. **Uptime Guarantee:** The hosting service must offer a Service Level Agreement (SLA) guaranteeing a minimum uptime of 99.9%.
3. **Disaster Recovery (DR) Plan:** The hosting provider must have a Disaster Recovery (DR) site within India, with a Recovery Point Objective (RPO) of 15 minutes or less and a Recovery Time Objective (RTO) of 1 hour or less.
4. **Data Localization:** All hosting and data storage must occur within India, in compliance with applicable data localization laws and regulations.

7. Application and Data Security

1. **Compliance Standards:** The system must adhere to ISO/IEC 27001 standards for Information Security Management.
2. Multi-level user authorization and authentication with appropriate User Profiles, Rules and Roles etc. shall be provided. All the access should be role based.
3. The applications that will be web enabled and Apps shall be provided for appropriate user access and security controls.
4. The elements/ options that can be seen by the users should be customizable.
5. The administrative interface shall support web enabled, browser based interface and standalone/ App based interfaces.
6. The Admin web application should be configurable to generate OTPs.
7. Firewall should be provided to block the secured ports that are not to be exposed to the public networks.
8. All the critical changes to the master data should be audited and concerned log reports shall be accessible by operational higher management.
9. The system security shall provide features to maintain data integrity, including error checking, error monitoring, error handling and encryption.
10. **Encryption:** All data in transit and at rest must be encrypted using industry-standard protocols such as AES-256 or equivalent.
11. The system shall have verification features to confirm that there has been no loss of data at any point during data transfers.
12. The system shall have provisions for automatically detecting, correcting and preventing the propagation of invalid or erroneous data throughout the system.
13. Comprehensive audit trail, logging and reporting log on important events in the application and other reports etc. and on critical parameters shall be available. High watermarks for concurrent application users, module of application, page of application etc.

14. The system shall maintain a transaction log that records all users' activity, such as pages/ reports accessed, edits and changes made to the database, and log reports of the system logon and logoff times of various users at the specified intervals of time. The transaction log shall maintain this information for a minimum of one year.
15. The security solution must be capable of comprehensive logging of the traffic through the network and applications under its control. It should be capable of logging unauthorized access attempts into the network and the system internal resources, and attempts to login that fail. It should also be capable of notifying appropriate parties including the Corporation’s users/ System Security Administrators etc., of suspicious activity.
16. The solution must enhance the overall management of security, by providing authorization to officers/ identified personnel of BMTC in an easy way to manage users and their corresponding profile information; while also maintaining the ability to manage at the application level. The centralized control should allow for the web-based maintenance of organizational level control such as user management, role management and overall administration control.
17. The system shall have provisions for all data transactions; the system security shall include authentication features to verify that all claimed source, recipient, or user identities are correct and valid. All data transactions shall include non-repudiation features to verify message content and resolve claims that data was not correctly originated or received by a certain user.
18. The system shall provide user management services and service enrolment features to enable the user to register with the Digital Platform. It should also provide secured mechanism for user identification, transaction integrity, security and non-repudiation.
19. The solution shall cater to high security levels. Access to the system is to be strictly on the basis of securely administered lists of users. Security permissions have to be taken both at the levels of application and the database.
20. Entire set of applications their features shall provide for various levels of secure access based on defined roles and responsibilities within BMTC based on units (Bus station/ Depot/ Zones/ Central Office) with attached roles and privileges. For e.g., certain information shall be created/ modified by users attached to specific units only but the information can be seen by all, such as information related to a jurisdiction can be created/ modified only by users attached to the jurisdiction and others can only see the information and copy if applicable unless otherwise specified. Application Access shall support multiple roles for a single user and also support delegation as per operational norms/ requirements of BMTC.

21. **Periodic Security Audits:** The Service Provider must arrange for regular third-party security audits, conducted at least annually, and share detailed reports with BMTC.
22. **Incident Reporting:** The Service Provider must report any security breaches or incidents to BMTC within 24 hours of detection, along with mitigation measures and an impact analysis.
23. The Solution Provider has accepted to ensure that security certification process will include
    a. Audit of Network, Server and Application Security Mechanisms.
    b. Assessment of authentication mechanism provided in the application/ components/ modules.
    c. Assessment of data encryption mechanism.
    d. Assessment of data access privileges, retention periods and archival mechanisms.

8. Performance, Scalability and Compliance

1. **Performance Metrics:** The system should meet defined performance metrics, including transaction response time (<2 seconds) and data retrieval speed.
2. **Future Scalability:** The system must be scalable to integrate with other BMTC IT systems or external APIs as required.
3. **Compliance Audits:** BMTC reserves the right to conduct periodic audits to ensure compliance with hosting, data security, and data management requirements outlined in the contract.

9. Data Migration

1. **Migration Plan:** The Service Provider must submit a detailed data migration plan, including:
   - Pre-migration data cleansing and preparation.
   - Testing and validation processes.
   - Migration timeline and methodology.
2. **Compatibility:** The system must support migration from the existing IT systems of BMTC.
3. **Data Validation:** Post-migration, the Service Provider must validate the accuracy, completeness, and integrity of migrated data. Validation must be conducted with BMTC’s participation and approval before Go-Live.

10. Responsibilities of Successful Bidder

1. The Solution Provider Design, develop, and deliver a fully integrated, web-based Material Management and Vehicle Maintenance System as per BMTC's functional requirements Solution Provider shall coordinate and

provide complete support to the Project Manager of BMTC in conducting the solution acceptance testing and certification.

2. The Solution Provider shall provide operational support and maintenance services during the entire contract period for overall system stabilization, software and IT infrastructure maintenance, system administration, security administration, database administration, network administration and end-user problem resolution. The operational support will have to ensure that the Digital Transformation of commercial revenue services is functioning as intended and all the problems associated in operation of the solution are attended to.
3. The Solution Provider is required to impart necessary training on the solution to the designated officers/ staff of BMTC, end-users and other identified partner organizations of BMTC to enable them to effectively operate the system. The Solution Provider shall also be responsible for retraining the department staff whenever changes are made in the software.
4. Preparation of documents including User Manuals, Operational Manuals. Technical and Maintenance Manuals etc., as per acceptable standards will be part of the requirements.
5. Selected bidder shall be responsible for conducting Security Audit of the entire solution through a CERT-IN empanelled vendor and obtaining safe to host certificate for hosting the Application. All the costs towards the same shall be borne by the selected bidder.
6. Selected bidder shall be responsible for obtaining VAPT certification after any major modification done in the application and costs towards the same shall be borne by the selected bidder.
7. It will be the responsibility of the successful bidder to ensure consolidated monthly data backup of the data, which should be kept safe with themselves. The storage media in the form of SAN/ External Hard Disk/ DVD/ Pen Drive shall be provided by the successful bidder.
8. All project related data such as input, output and design data such as masters, procedures and functions etc. would be the property of BMTC and transferable to BMTC at the end of the contract period.
9. It will be the responsibility of the successful bidder to provide complete data backup of the whole database for the entire contract period to Central Offices on external HDD at the end of the project. The data backup media has to be provided by the successful bidder.
10. The Solution Provider shall be totally responsible for all failures/ defaults made by them in the software resulting in loss of revenue to the Corporation.
11. It will be the responsibility of the successful bidder to provide complete data backup of the whole database for the entire contract period to Central Offices on external HDD at the end of the project in readable format. The data backup media has to be provided by the successful bidder.

12. Along with Entire Source code, All Software's, Licenses, Subscriptions, SSL Certifications and all other related software documents for execution of application also to be handed over to the BMTC.

11. Manpower Support

1. On award of contract, successful bidder shall setup and deploy team required for project execution ON-SITE.
2. There should be one point of contact exclusively for coordinating with BMTC for effective management of services.

12. Training

1. Successful bidder shall provide adequate training and handholding to the various users at different levels (Depots/ Workshops/ Central Offices/Stores) and with different roles so as to make them conversant with the system and enable them to run the system independently.
2. Full scale training in all the modules shall be provided to officials/ personnel at all levels designated by BMTC during the contract period.
3. Solution provider shall submit a written training schedule, which shall be finalized in consultation with BMTC.
4. Detailed Training manuals and related training videos and courseware would be prepared by the Service Provider prior to the start of the training. Updated training manuals and videos, if any.
5. Training material shall be prepared in both English and Kannada. One hard copy & one soft copy of the training material shall be given by the Service Provider to all the trainees.

13. Documents and Manuals

The Successful Vendor will provide documentation, which should follow the ITIL (Information Technology Infrastructure Library) standards. This documentation should be submitted as the project undergoes various stages of implementation. Indicative list of documents includes below:

- Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.
- Training Material: Training Material will include the presentations and videos used for trainings and the required relevant documents for the topics being covered.
- User Manuals: For all the Application Software Modules, required for operationalization of the system.
- System Manual: For all the Application Software Modules, covering detail information required for its administration.
- Operational Manual: The bidder shall be responsible for preparing Operational Manual relating to operation and maintenance of each and every service as mentioned in this RFP.

14. Maintenance & Support

1. The successful bidder shall be responsible for maintenance of the application software during the entire contract period.
2. The successful bidder shall be responsible for development of additional features/ carrying out changes the application software from time to time, based on the requirements of BMTC.
3. The successful bidder shall provide full support for smooth functioning of the project during the entire contract period, on-site support.
4. Successful bidder should have adequate manpower to maintain, manage and attend to the problems in time.

15. Complaint Registering & Monitoring

1. The successful bidder shall make provision for 24*7 help desk support for technical/ operational support during the entire period of Contract.
2. A provision shall be given in the web application registering complaints regarding non-functioning of the application by the BMTC personnel and updating the rectification details.
3. The successful bidder shall monitor the complaints registered and get the issues addressed within stipulated timeline.

16. Roles and Responsibilities

1. Roles & Responsibilities of Successful Bidder.
    - Act as principal Service Provider for the design, development, implementation and maintenance of Material Management and Vehicle Maintenance Software for BMTC.
    - Detailed requirement gathering for all in-scope components and finalization of the business rules, operational rules and system rules in discussions with BMTC.
    - Define Implementation Plan.
    - Obtain the approvals from BMTC for executing the implementation plan.
    - Adhere to defined SLAs and timelines.
    - Submit the test cases & acceptance report.
    - Prepare user manual and SOP document.
    - Sharing the application and server logs.
    - Security Administration and monitoring Security Incidents.
    - Maintain regular backups of Database and Applications.
    - Prepare a Risk Management Plan enlisting the risks to the project and mitigation plan and ensure compliance to the same.
    - Training to BMTC staff for operations and administration.
    - Provide Training to the BMTC staff on time to time basis.
    - Integration with any other application in future as per the requirements of BMTC.
    - Capacity Building for BMTC which includes:

- Support during execution.
- Preparation of system documents, operation manuals, user manuals, performance manuals etc.

- Operations & Maintenance:
  - Provisioning and deployment of technical manpower for maintenance and issue resolution during the entire contract period.
  - Adherence to latest Industry Standards, guidelines as specified by government authorities.

2. Roles and Responsibilities of BMTC.

- Provide business rules.
- Approval of system design documents.
- Coordination between different departments of BMTC.
- Carry out testing and acceptance of the solution as per contract.
- Any other data from the existing IT Applications required for development and interface.
- Identify the key issues/ bottlenecks in the system and suggest mitigation plans.
- Providing internet connectivity for the required locations.

17. Project Implementation Schedule

1. The successful Bidder shall complete the development and implementation of the project as per the RFP within SIX months from the date of entering into agreement as per the timetable provided below:

Sl.	Activity	Timeline
1	Date of entering in to agreement	T1
2	Application Development and Testing	T1+4 months
3	• Preparation and submission of user manuals for Admin users and end users • User acceptance Testing	T1+5 months
4	Go-Live	T1+6 months

2. The time line to develop and complete the implementation of the project is SIX months from the date of entering into agreement. However, the successful bidder may complete the project before the above stated timeline and project may be given 'Go- Live' status.

3. If the successful bidder fails to commence or complete all the project related activities and make the project Live and Operational in all aspects ("Go-Live") within three months from the date of entering into agreement, BMTC at its discretion can grant additional time for making the project Live duly levying a penalty of Rs. 25,000/- per week or part thereof, for the additional time granted. The additional time that would be given to the successful bidder will under no circumstances be more than 8 weeks. If the successful bidder fails to make the project live & operational in all aspects even within the additional time granted, the contract awarded may be liable for termination without any notice duly forfeiting the security deposit and confiscating all the equipment already installed in the buses at the sole discretion of BMTC.

4. The successful bidder shall ensure availability of sufficient man power with appropriate qualifications for successful design, development, maintenance, attending to software modifications, rectification of issues/ bugs in the software etc.
5. In case of loss that would occur to BMTC due to non-providing of technical and development team, BMTC reserves the right to recover the estimated value of loss from the successful bidder. Such repeated occurrences will attract forfeiture of Security Deposit in favour of BMTC and cancellation of award/ contract.
6. Unfinished or partially completed software shall not be accepted and the contract will be terminated, besides forfeiture of Security Deposit.

18. Service Level Agreement (SLA)

1. Service Level Agreement (SLA) shall become the part of contract between BMTC and the Successful Bidder. The successful bidder shall enter into a Service Level Agreement for the project with COSP, CSM and CME of BMTC.
2. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the level of service to be provided by the successful bidder to BMTC for the duration of this Contract. The successful bidder must comply with all SLAs defined below to ensure timely delivery of the deliverables, adherence to project timelines, quality and availability of services.
3. Non-compliance of SLAs will lead to penalties as defined in subsequent section and the SLAs would remain valid for the entire duration of the Contract. The successful bidder must supply tools to monitor all the SLAs mentioned below.
4. Penalties shall not be levied on the successful bidder in the following cases:
   a) There is a force majeure event effecting the SLA which is beyond the control of the successful bidder
   b) The non-compliance to the SLA has been solely due to reasons (acceptable to BMTC) beyond the control of the successful bidder.
5. The installed system as part of the solution is expected to remain operational for 24 hours per day.
6. Down time shall mean the time period for which the specified service as a whole or any part of it is not available to the user department. Down time will be reckoned from the time the bidder has been informed by the means of telephone/ mobile, fax, email or any other method at the address as specified by the bidder. The successful bidder shall specify the details of:

   a) First Level:

      - Telephone no. for calling,
      - Fax no.
      - Mobile no. for calling, SMS and WhatsApp,

- E-mail id,
- Postal address for correspondence.

b) Second Level (escalation):

- Telephone no. for calling,
- Fax no.
- Mobile no. for calling, SMS and WhatsApp,
- E-mail id,
- Postal address for correspondence.

7. Non-availability of back-up/ stand-by system shall also be counted for downtime calculation. Down time will not be considered for which prior approval of BMTC is taken in writing for preventive maintenance.
8. The SLA metrics provides performance parameters as baseline performance. All SLA calculations will be done on monthly basis. The SLA specifies the penalties for lower baseline performance. Bidder shall facilitate system generated SLA Measurement Reports to BMTC.
9. The offered Solution has to meet the requirement to comply with Service Level Metrics.
10. The payment shall be released after deducting the penalty applicable.
11. The amount of penalty if any will be deducted from the bills payable to the bidder or security deposit. If the amount is deducted from the security deposit, the bidder will have to recoup the amount so recovered within 10 days.
12. The Agency will get 100% of the contracted value if the all baseline performance metrics are adhered and complied for the month.
13. Corporation shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/ revision of the SLA parameters.
14. The successful bidder would get an initial period of SLA holiday, i.e., a time period for which SLAs will not be applicable. This time should be utilized by the successful bidder to stabilize the system and to ensure adherence to the performance standards laid down by the SLAs. The SLA holiday period is one month after successful Go-Live of the project.
15. Any SLA related penalty will be applicable after the completion of the SLA Holiday period.
16. The successful bidder shall ensure that the services are always up and functional 24x7 both in terms of hardware as well as application software. For the purpose of service level assurance, the downtime hours shall be calculated on monthly basis.
17. Service Uptime, Penalty and Breach
    - The Service Provider shall ensure that the overall service uptime is maintained at a minimum of 99.5% on a monthly basis. The uptime shall be calculated on a monthly basis and the downtime shall be computed in hours for the purpose of determining the applicable penalty.

- In the event that the uptime falls below the stipulated level, the Service Provider shall be liable to pay penalty on the total monthly payable amount as per the following table:

Sl. No.	Uptime of Services	Down Time in Hours per Month	Penalty (% of total monthly payable amount)
1	99.5% or more	Up to 7.2 hours	NIL
2	≥ 98% to < 99.5%	> 7.2 to < 14.4 hours	1%
3	≥ 97% to < 98%	> 14.4 to < 21.6 hours	2%
4	≥ 96% to < 97%	> 21.6 to < 28.8 hours	3%
5	≥ 95% to < 96%	> 28.8 to < 36 hours	4%
6	≥ 94% to < 95%	> 36 to < 43.2 hours	5%
7	< 94%	> 43.2 to < 72 hours	10%

- If the monthly downtime exceeds 72 hours (i.e., uptime falls below approximately 90%), the same shall be treated as a material breach of the Service Level Agreement (SLA).
- The maximum penalty in any month shall be limited to 10% of the total monthly payable amount, provided that such cap shall not restrict the BMTC from taking action in case of breach as mentioned above.
- The SLA penalties shall be recovered from the Service Provider's running bills or any payments due under the contract.
- Further, if the Service Provider fails to meet the minimum uptime requirement or commits breach of SLA for three (3) consecutive months, the BMTC reserves the right to terminate the contract and take appropriate action as per the terms and conditions of the agreement.

18. The total consolidated penalty imposed on the Service Provider during the entire contract period shall not exceed Fifteen percent (15%) of the total project cost.

    In the event that the cumulative penalties reach or exceed 15% of the total project cost, the same shall be treated as a material breach of the contract. In such circumstances, BMTC shall have the right to terminate the contract, forfeit the Performance Security / Security Deposit, and take any other action as deemed appropriate in accordance with the terms and conditions of the contract.

19. The successful bidder shall ensure the following service metrics for the Solution.

20. SLA to be Delivered

Applications	**Benchmarks**
Application Availability	>99.50%
Functional requirements upgrade	<30 days
Client access upgrades	<30 days
Computing accuracy	99.99%
Hosting Centre	
Minimum concurrent connects	400
Resumption of online services	1 hr
Data availability	100%

Data accuracy	100%
Capacity of the data base server	Suitable to handle data
Capacity of the Application Server	Suitable to handle data
Availability of agreed services over the internet	100%
Client Access	
Grievance and Complaints settlement	< 7 days
Transaction response	< 2 Sec
Critical bug resolution	< 8 Hrs
Normal bug resolution	< 48 Hrs
Data backup frequency	Daily
Application Response Time	< 10 Sec

19. Payment Terms and Conditions

1. Bidder shall quote Lump sum charges for Designing, Development, training, operations and Maintenance of Integrated Material Management and Vehicle Maintenance Software for BMTC per user per month (including GST)7. All associated software and monitoring dashboard will be provided by the bidder and apart from the cost quoted in the financial proposal, no other cost will be entertained thereafter. The rate quoted is valid for the entire contract period from the date of work order.
2. The monthly charges quoted includes hosting and maintenance of the Application Software along with database with all required features; applicable comprehensive deliverables and customizations; integration of external applications as per BMTC requirements; data backups, house-keeping; performance monitoring; migration etc. for the entire contract period as per the requirements of this RFP.
3. No advance payment will be made. Payment will commence from the date of declaration of Go-Live and will be made on monthly basis on satisfactory performance & SLA.
4. The selected bidder is required to submit the bills to Chief System Manager, Central Offices, BMTC within 5th of every month along with details of the works executed with evidence of accomplishment of the scope of the work.
5. Payment will be made at Central Office level within 30 working days from the date of submission of the bills with required supporting documents with satisfactory certificates from the respective departments.
6. The payment will be made after making adjustments/ deductions for any SLA non-performance. Payments shall be made only after the bidder has raised invoices along with necessary documents/ reports and subsequent certification duly deducting the penalties and statutory recoveries (like TDS etc.) if any.

20. Change Request Process

1. Any enhancements, change in business rules to application after the go live

will not be taken as Change request. These shall be taken up by selected bidder at no extra cost to Corporation. Any addition of new modules to the application after go live will be taken up as Change request and an additional amount will be payable to selected bidder with mutual agreement of both the parties.

Following rules will be adhered to:

Change Requests shall emanate from each Parties' designated personnel (‘Project Manager’) who shall be responsible for obtaining approval for the change, and act as its representative throughout the Change Request Process, subsequent to which the Selected Bidder shall be obliged to implement the proposed change within the agreed time frame.

2. The bidder shall maintain the version control and configuration information for any system documentation and application software.
3. The functionalities and reports will have to be updated/modified/newly developed from time to time to meet the requirements related to BMTC expectations, Technology changes/market trends. Such updates/modifications communicated by BMTC shall be implemented within a short span of time.
4. Under the application support & maintenance, any new MIS reports required shall be provisioned and any integration with external systems sought shall be supported as per the requirements of BMTC.
5. Changes in the Application Software which are mandatorily required for complying with any of the pre-defined requirements documented either in the FRS or SRS cannot be treated as separate Change Request, and hence are to be completed by the bidder at no extra cost.
6. All changes during the support & maintenance phase shall be subjected to the comprehensive & integrated testing by the bidder to ensure that the changes implemented in the system meets the desired and specified requirements of BMTC and doesn't impact any other functions of the system.
7. The bidder is required to obtain approval from BMTC for all the proposed changes before implementation of the same into production environment the bidder is required to keep all such documentations up to date to reflect the latest enhancements modifications made to the application.

21. Data Handover at Contract Termination

1. **Data Ownership:** BMTC retains full ownership of all data generated, stored, or processed through the Commercial Asset Management System.
2. **Handover Process:** Upon contract termination or at the request of BMTC, the Service Provider must deliver all data in a standard, machine-readable format (e.g., JSON, XML, CSV) within 30 days.
3. **Assistance During Transition:** The Service Provider must provide technical assistance during the handover process to ensure a smooth transition to BMTC’s successor system or vendor.

4. **Data Deletion:** After BMTC confirms successful data handover, the Service Provider must securely delete all data from their systems and provide a certificate of destruction.

22. Availability & Outages.

1. The bidder agrees to maintain 99.99% availability of application software during core business hours of BMTC, measured per month, excluding scheduled downtime for any patch update, which shall be done, to the extent possible, during non-working hours.
2. For the purposes of this section, an "Unplanned Outage" means any continuous disruption to the Service caused by a bug or an issue with the software, which:
3. Renders Service inoperative or intermittently operative (i.e., restorations of service lasting less than 1 hour).
4. Substantially degrades performance; or
5. Causes a complete failure of Service.
6. In the event of an Unplanned Outage of any duration, the bidder will:
7. Notify BMTC within 30 minutes and update BMTC every 60 minutes of the corrective actions taken and status; and
8. Provide BMTC a description of the specific error and the root cause of the error.
9. BMTC will have the right to escalate to its board if a non-scheduled downtime caused by the application software lasts longer than 48 hours.
10. The duration of an Unplanned Outage will be calculated from the date and time of the opening of a "trouble ticket" or similar mechanism and ending at the close of the same by the bidder technical support.

23. Scheduled Maintenance.

1. The bidder will conduct scheduled application maintenance no more than once per month unless an update:
    i) includes repairs or functionality requested by BMTC in writing, OR
    ii) is required to assure the immediate security or stability of the Service.
2. The bidder will only conduct scheduled application maintenance on days and at times which, in BMTC's reasonable judgment, will cause the least disruption to BMTC operations. Minimally, scheduled maintenance will not be conducted during BMTC's core business hours which are 05 am To 12 am IST.
3. Not less than 2 days before scheduled maintenance the bidder will notify BMTC of the purpose of the update and, if the update will make the Service temporarily unavailable to BMTC, the date, time and duration of each such planned outage.
4. Upon BMTC's written approval the bidder may apply an update to the Service; however, BMTC may refuse an update at any time prior to its application to the Service.

5. If BMTC refuses an update, or rejects an update at any time following its application to the Service, BMTC will be entitled to use the prior version of the Service.

24. Exit Management

This section outlines the provisions that will be applicable upon the expiration or termination of the contract. Both parties shall ensure that their respective associated entities fulfill their obligations as outlined in this Exit Management Schedule.

The successful bidder will provide BMTC the following within seven days of receiving a termination notice or six months before the expiry of the contract period:

1. The successful bidder shall provide BMTC with a recommended exit management plan, addressing the following aspects related to project implementation, operation and management, and scope of work definition:
    a. A comprehensive transfer process program to be employed in conjunction with a Replacement Bidder, including mechanisms to ensure uninterrupted service provision throughout the transfer process or until the services cease, and details of the management structure to be utilized during the transfer.
    b. Communication plans with the Successful Bidder, staff, suppliers, customers, and any relevant third parties to prevent any significant adverse impact on the system resulting from the transfer.
    c. Plans for providing contingent support to the system and the Replacement Bidder/ Solution Provider for a reasonable period (minimum of six month) following the transfer.
2. Information relating to the current services rendered and data relating to the performance of the services.
3. Entire documentation relating to various Project Milestones, any other data and confidential information related to the Project.
4. All other information (including but not limited to documents, records and agreements) relating to the products & services related to the project.
5. Access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services.
6. All the project related data such as input, output and design data such as masters, procedures and functions etc. shall be transferred to BMTC.
7. The bidder shall handover the complete data backup of the whole database for the entire contract period to Central Offices on external HDD.

8. The Exit Management Plan must be provided in writing by the Bidder or its designated agencies within seven days of receiving a termination notice or three months prior to the expiration of the Agreement.
9. Exit Management Plan.
    a) The Exit Management Plan provides details pertaining to the activities to be performed by the parties in the event of closure of the project.
    b) Exit procedures:
        i. Submit all Project deliverables.
        ii. IP & Source Code shall be handed over to BMTC upon completion of contract or on termination.
        iii. Submit all Project related documents (including software details and other tools if any).
        iv. Conduct the Knowledge Transfer Sessions to representatives of BMTC and clarify their doubts, if any.
        v. Handover Project related operational activities.

    Throughout the exit management period, the Successful Bidder must exert its best efforts to deliver the services.

Section-5. Contract for Services

between

Bengaluru Metropolitan Transport Corporation (BMTC)

[Name of Client]

and

_____

[Name of Bidder/Prime Bidder]

Dated :

I. Contract Agreement

This agreement made the ..... day of .....20 .... Between Bengaluru Metropolitan Transport Corporation (BMTC), of (hereinafter called "the Client") of the one part and M/s. ..... (Name of Technology Service Provider) having its registered office at ..... (Hereinafter called "Service Provider") of the other part:

WHEREAS the Client is desirous that Services for Selection of Service Provider for Development and Maintenance of Integrated Material Management and Vehicle Maintenance softwarefor BMTC and has accepted a tender by the Service Provider for the supply of those services in the Rs. ..... ("Fixed cost per month" in Words and Figures).

The Bidder, having represented to the Client that they possess the required professional skills, personnel, and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Technical Proposal;

(b) the Financial Proposal;

(c) the General Conditions of Contract;

(d) the Special Conditions of Contract; and

The Request for Proposal (RFP) document and conditions, along with any Corrigendum/ Standard Set of Deviations therein, shall be considered part of the Contract Agreement.

The mutual rights and obligations of BMTC and the Service Provider shall be as set forth in the Contract, particularly:

a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract.

b) BMTC shall make payments to the Service Provider in accordance with the provisions of the Contract.

3. In consideration of the payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider here by covenants with the client to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The BMTC hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said .....

(For the BMTC) in the presence of: .....

Signed, Sealed and Delivered by the

said ..... (For the Service Provider)

in the presence of: .....

II. General Conditions of Contract

1. Governing Law

a) The Contract shall be governed by and interpreted in accordance with the laws of India.

b) The Contract shall be interpreted in accordance with the laws of the Union of India. Jurisdiction of Bengaluru only.

2. Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

3. The Contract Agreement

The Bidder whose bid has been accepted shall enter into a written agreement with BMTC within 10 days from the date of issue of Letter of Intent for the proper fulfilment of the contract on lines similar to the terms provided herein, failing which it shall be construed as if the Bidder has entered into binding agreement with the Authority. The Bidder, at their own cost, shall also get the contract Agreement duly adjudicated from the stamp office at Karnataka.

In the event of the bid of a Partnership Firm/ company being accepted, the contract agreement shall be signed by all the partners of the Firm/Company or by the competent persons on behalf of the Firm/Company, subject to production of the necessary resolution or any other documents in support thereof.

4. Performance Bank Guarantee

The Performance Security shall be provided by the successful bidder no later than the date specified in the Letter of Intent (LOI) and shall draw a Demand Draft (DD) in favour of “The CAO, BMTC, Central Offices, Banaglore-560027” or an unconditional Bank Guarantee (BG) from any of the Nationalized Banks or scheduled Banks in favour of the “Controller of Stores and Purchases, BMTC, Central Offices, Banaglore-560027”

An amount equal to 5% of the Estimated Total Contract Value to be submitted as Bid Security within 10 days from the date of issue of Letter of Intent.

On failure of the Bidder to submit the Performance Bank Guarantee within the due date, penal interest will be charged as decided by BMTC from time to time until the amount of Performance Bank Guarantee is furnished by the Bidder (both days inclusive). If the Bidder further fails to deposit the amount of Performance Bank Guarantee along with interest within Fifteen days after the expiry of due date, the contract awarded to the Bidder shall stand terminated without issue of any further notice.

The Bank Guarantee should be valid up to 66 months from the date of Letter of Intent. BMTC reserves the right to accept the Security Deposit in any other

forms. The Regular Work Order will be placed only on receipt of the Security Deposit.

If Bidder fails to submit Security Deposit within stipulated time period, EMD amount will be forfeited.

BMTC shall also be entitled to make any recoveries due from the Bidder from security deposit submitted against this bid document. There will be no interest on the Security Deposit amount.

BMTC, without prejudice to any of its rights or remedies under this Contract, is free to en-cash the Performance Bank Guarantee in part or in full, in terms. In the event of the invocation of any amount of the Performance Bank Guarantee by BMTC under the Contract, the successful bidder shall immediately take appropriate steps to establish the Performance Bank Guarantee at its full value contemplated under the Contract within 15 days of the date when the Performance Bank Guarantee is wholly or partially invoked by BMTC.

a. Refund of Performance Bank Guarantee:

The amount furnished towards Performance Bank Guarantee may be discharged/ returned / refunded by BMTC, 6 months after Completion of Contract Period, upon being satisfied that there has been due performance of the obligations by the Bidder under the contract, and after adjusting against all incurred expenditure by BMTC for the damages made by Bidder (if any). However, no interest shall be payable on the Performance Bank Guarantee.

b. Forfeiture of Performance Bank Guarantee:

In the event the Agency commits a breach of any of the terms and conditions of the contract or fails to observe and comply with any of the requirements under this contract, the BMTC shall be entitled to forfeit the Performance Bank Guarantee either in whole or in part thereof at his discretion without prejudice to other rights and remedies open to the Authority and it shall be binding on the Bidder. BMTC shall also be entitled to make recoveries from the performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

5. Facility Inspection

The BMTC reserve the right to conduct inspection of the Office Premises of the tenderers at any time by the Team of Officers before or after the work order to ensure that the firm is having required infrastructure facility to execute the orders and dis-qualify the firm, if found the tenderer is not having required infrastructure facility. The expenses of Travel by Air/Train etc, local transportation, stay charges etc. of the Team of Officers have to be borne /arranged by the bidders.

BMTC shall also have the right to inspect suppliers and third party facilities, including leased premises for providing Services, data centre, data recovery centres, documents, records, procedures and systems relating to the

provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

The security, integrity and availability of all Project data processed, held or conveyed by the bidder on behalf of Project and documentation related thereto;

- That the actual level of performance of the services is the same as specified in the SLA;
- That the bidder has complied with the relevant technical standards, and has adequate internal controls in place; and
- The compliance of the bidder with any other obligation under the contract and SLA.

6. Appeal

The Appellant Authority as per provision of KTPP Act of the Government of Karnataka.

7. Force Majeure Clause

a. "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other natural disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence.

However, the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organization of the Technology Service Provider shall not be considered for such failures".

b. During the existence of any of the above conditions, the services shall be excused from delivering the services to the buyer and the buyer shall be at liberty to obtain such services elsewhere to that extent during such period but shall again resume off take from the services, on receipt of the services notice of readiness to resume performance.

c. Similarly, the buyer shall be at liberty to refuse to accept the services from the Technology Service Provider and the Technology Service Provider shall be at liberty to provide services elsewhere during the period (when the buyer is unable to receive the services from the Technology Service Provider), but the Technology Service Provider shall again resume services on receipt of the buyer's notice of readiness to resume acceptance.

d. As soon as the cause of Force Majeure has been removed, the Party (buyer or Technology Service Provider) whose ability to perform its obligations has been affected shall notify the other of such cessation immediately and resume supply/ services.

8. Corrupt and Fraudulent Practices

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of BMTC and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive BMTC of the benefits of free and open competition.

a. Tenderers/ Technology Service Provider / Contractors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BMTC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

b. Tenderers / Technology Service Provider / Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

c. Tenderers / Technology Service Provider / Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

d. In such cases, the Tender Inviting Authority

    i. will reject a proposal for award if it determines that the Tenderers/ Technology Service Provider/ Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

    ii. Debarment of Tenderers: The procurement entity may debar tenderers for a period not exceeding three years from participation in its tenders following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention”.

e. Furthermore, Tenderers / Technology Service Provider / Contractors shall be aware of the provision stated below:

    i. The Tenderers / Technology Service Provider / Contractors shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

    ii. BMTC may at any time terminate the Contract by giving written

notice to the Tenderers / Technology Service Provider / Contractors, if they become bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Technology Service Provider / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

f. Termination for Default

BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderers / Technology Service Provider / Contractors, terminate the Contract in whole or part:

i. if the Tenderers / Technology Service Provider / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

ii. if the Tenderers / Technology Service Provider / Contractors fails to perform any other obligation(s) under the Contract

g. Disputes Resolution Clause

In case of any legal dispute arising between BMTC and any Tenderers shall be within the jurisdiction of City civil Courts Bengaluru only.

9. Insolvency and Breach

BMTC may at any time terminate the contract by giving 30 days written notice to the bidder in any of the following events:

d) If a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

e) If the bidder, being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver, Liquidator or Manager, or

f) If the bidder commits any breach of the contract not herein specifically provided for.

In this event, termination will be without compensation to the bidder, provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to BMTC and provided also that the bidder shall be liable to pay to BMTC any extra expenditure it is thereby put to and the bidder shall, under no circumstances, be entitled to any gain on repurchase.

10. Service Level Agreement

The successful bidder will sign a Service Level Agreement (SLA) with Chief Mechanical Engineer, Controller of Stores & Purchases and Chief Systems Manager, BMTC covering all the required services.

11. Payment Terms

a. Payment of charges will be made on a monthly basis, following the completion of each calendar month. The bidder shall raise a GST invoice that includes a clear breakdown of charges and GST separately, indicating the relevant HSN/ SAC codes. This invoice should be submitted for payment after the end of the respective month. The bidder must also provide proof of having uploaded the GST invoice for the previous month along with the current invoice.

b. Tax Deduction at Source (TDS) for Income Tax, as per the provisions of the Income Tax Act, will be deducted from the monthly charges payable. Additionally, any penalty amounts incurred up to the current date will be deducted from the monthly payable amounts.

c. Payment will be made monthly, starting from the date of Go-Live and continuing thereafter.

d. The payment is subjected to meeting of SLAs failing which the appropriate deductions as mentioned in the SLA of this RFP.

e. If the system is partially implemented and goes live without fulfilling all the required functionality, BMTC reserves the right to retain or deduct a proportionate percentage of the invoiced amount.

f. All Payment will be made in Indian Rupees.

g. Such payment shall be inclusive of all the applicable taxes and it shall be responsibility of the selected bidder to ensure timely and accurate payment of all the applicable taxes to respective authorities.

h. BMTC shall raise demand notice for applicable SLA penalties on monthly basis. Any penalties imposed on the selected bidder for non-performance as per SLAs shall be deducted in the payable bill/ invoice inclusive of all the applicable taxes. Any additional penalty due, shall also be recovered from the future payment or Security Deposit submitted by the Selected SI. The decision of BMTC in this matter shall be final and binding on both the parties.

12. Rounding off amounts

The total amount due shall be rounded off to the nearest rupee. An amount of 5

0 paise and below shall be ignored and 51 paise and above shall be reckoned as one rupee.

13. Taxes and Duties

The Bidder shall be entirely responsible for payment of all taxes, stamp duties, license fees, and other such levies imposed etc. to all the concerned

Authorities. All the fees, duties, taxes, charges etc. shall be paid regularly to the concerned statutory Authorities / bodies / facility providing institutions / companies etc. by the agency up to the end of contract period.

BMTC shall not be responsible for providing any Compensation to the Bidder / other party in case of any change in the Taxation system in the State / Competent Authority etc.

14. Withdrawal of Contract

If Bidder fails to carry out the said work provided by BMTC, the contract shall be terminated, and no compensation will be paid to the Bidder and EMD and Performance Bank Guarantee will be forfeited, subject to minimum 6 months of Notice Period.

15. Compliance of Contract

If the Bidder neglects or fails to do anything which they have agreed to do under the terms and conditions of this contract, BMTC may serve a notice to the Bidder asking it to do good the things agreed upon as aforesaid, and on their further neglect or failure to do so, the BMTC shall have rights to fine the Bidder at its discretion or terminate the contract.

All the works as required to be done by the Bidder under the different clauses of this contract shall be carried out by the Bidder within the time specified and the manner set out and to the entire satisfaction of the BMTC. If the Bidder fails to carry out the said works as previously mentioned, the same shall be carried out by the BMTC at its risk and cost and the Bidder shall be liable and bound to pay the said charges for the same to the BMTC immediately on demand at the following rates:

(i) If carried out by engaging any other Agency, then the cost of work carried out by the Agency plus overhead charges at the rate of 10% of the total value of the work done through such Agency.

(ii) If carried out by deploying departmental resources, the cost of work plus the overhead charges on the cost of labour and on the cost of materials as decided by BMTC from time to time.

16. Patent Rights

The Bidder shall indemnify against all third-party claims of infringement of patent, trademark or design rights arising from use of the deliverables.

17. Manuals and Drawings (Wherever applicable)

The manuals and drawings shall be in the English language and in such form and numbers as stated in the contract.

18. Change in Laws and Regulations

Change in Law shall mean the occurrence of any of the following after the date of financial bid: the enactment of any new Indian law; the repeal, modification or re-enactment of any existing Indian law; the commencement of any Indian Law which has not entered into effect until the date of financial Bid; a change in the interpretation or application of any Indian law by a court

of record as compared to such interpretation or application prior to the date of financial Bid.

If there is any deviation in existing Law (including policies or taxes) which are causing hardships to the Bidder, the BMTC will take appropriate decision on the same.

19. Indemnity

Bidder shall indemnify, protect and save BMTC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the software supplied by him.

20. Liquidated Damages

In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents and supply the solution as per schedule specified in this RFP, BMTC may at its discretion withhold any payment until the completion of the contract. BMTC may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to BMTC under the contract and law.

21. Termination

a. Termination by BMTC

BMTC may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Selected bidder, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause and sixty (60) days in the case of the event referred to in (g):

a. If the Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as BMTC may have subsequently approved in writing.

b. If the Bidder becomes insolvent or bankrupt or goes into liquidation, or receivership whether compulsory or voluntary.

c. If, as the result of Force Majeure, the Bidder is unable to perform a portion of the Services for a period of not less than 60 days.

d. If the Bidder submits to the BMTC a false statement which has an effect on the rights, obligations or interests of BMTC.

e. If the Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to BMTC.

f. Where a change of management of the selected bidder has occurred whereby selected bidder company is merged, amalgamated or has been taken over, due to which the majority shareholding of selected

bidder has been transferred to another entity and the Client has ascertained based on facts that the new entity is materially deficient in technical and financial capacity compared to the original company and this is likely to materially adversely affect the Project, the Client may terminate this contract by serving the termination notice to selected bidder and therewith give a reasonable opportunity to selected bidder to explain its position on the matter and thereupon give two (2) month's cure period to selected bidder for rectifying the situation. In case the selected bidder fails to rectify the situation, the Client will have the option to terminate the contract without any compensation damages whatsoever and invoke the Performance Bank Guarantee.

g. If the Bidder, in the judgment of BMTC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

h. Submit all Project deliverables.

i. IP & Source Code shall be handed over to BMTC upon completion of contract or on termination.

j. Submit all Project related documents (including software details and other tools if any).

k. Conduct the Knowledge Transfer Sessions to representatives of BMTC and clarify their doubts, if any.

l. Handover Project related operational activities.

If the Bidder fails to pay the Charges to BMTC/ license fee to statutory authorities /local bodies as per the requirement of RFP, BMTC may make judgment regarding the delay in submission of the same, the reasons for which shall be recorded in writing. BMTC may recover the same from Performance Bank Guarantee and the Bidder shall have next 15 working days to submit the same, failing to which BMTC may give one chance to the Bidder to submit the same.

If the Bidder fails to comply with any final decision reached because of arbitration proceedings.

In the event BMTC terminates the Contract in whole or in part, BMTC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed. However, the Bidder shall continue performance of the Contract to the extent not terminated.

b. Termination by Bidder

The Bidder may terminate this Contract, by not less than 6 months written notice to BMTC, such notice to be given after the occurrence of any of the events specified in paragraphs a. to b. of this GCC Clause:

m. If, because of Force Majeure, the Bidder is unable to perform a portion of the Services for a period of not less than 60 days.

n. If BMTC is in material breach of its obligations pursuant to this

Contract and has not remedied the same within 30days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by BMTC of the Bidders notice specifying such breach.

o. Submit all Project deliverables.

p. IP & Source Code shall be handed over to BMTC upon completion of contract or on termination.

q. Submit all Project related documents (including software details and other tools if any).

r. Conduct the Knowledge Transfer Sessions to representatives of BMTC and clarify their doubts, if any.

s. Handover Project related operational activities.

22. Settlement of Disputes

a. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

b. Dispute Settlement

In the event of any dispute between the Parties arising from matters related to this Contract, which cannot be resolved amicably within thirty (30) days after one Party receives a request from the other Party for such amicable settlement, either Party may submit the dispute for settlement.

Any dispute or differences arising between the parties, pertaining to the implementation, interpretation, operation, or effect of this agreement, its execution, or any breaches thereof, shall be resolved through the decision of the Managing Director, BMTC. In case of any legal dispute arising between BMTC and any Bidder shall be within the jurisdiction of Bengaluru City Civil Courts only.

The Bidder's liability to the Client, under or in connection with the Contract, shall not exceed 100% of the Contract Price. However, this limitation does not apply to the Bidder's liability to the Client in cases involving fraudulent or criminal actions and/or omissions, deliberate default, wilful misconduct, or gross negligence by the Bidder, their subcontractors, or any of their agents, employees, or representatives.

Neither Party shall be held liable to the other Party for any indirect or consequential loss or damage suffered by the other Party in connection with the Contract.

III. Special Conditions of Contract

1. Extension of Time

If, at any point during the execution of the Contract, the successful agency encounters circumstances that impede the timely delivery of the Services/license fee, the agency must promptly inform BMTC in writing about the delay, including its expected duration and cause. Upon receiving the agency's notice, BMTC will assess the situation and may, at its discretion, provide a written extension of the agency's performance/delivery timeline as soon as it is feasible.

Failure by the successful Bidder to meet its obligations regarding delivery and completion will result in disqualification for any future bids in BMTC, unless a mutually agreed-upon extension of time is granted.

2. Exit Management

a. Exit Management Purpose

This section outlines the provisions that will be applicable upon the expiration or termination of the contract. Both parties shall ensure that their respective associated entities fulfil their obligations as outlined in this Exit Management Schedule.

b. Exit Management Plan

The Bidder is required to submit an exit management plan ("Exit Management Plan") to BMTC, addressing the following aspects related to project implementation, operation and management, and scope of work definition:

- A comprehensive transfer process program to be employed in conjunction with a Replacement Bidder, including mechanisms to ensure uninterrupted service provision throughout the transfer process or until the services cease, and details of the management structure to be utilized during the transfer.
- Communication plans with the Successful Bidder, staff, suppliers, customers, and any relevant third parties to prevent any significant adverse impact on the system resulting from the transfer.
- Plans for providing contingent support to the system and the Replacement Bidder/Systems Integrator (SI) for a reasonable period (minimum of one month) following the transfer.

The Bidder must review and update the Exit Management Plan on an annual basis to ensure its relevance and accuracy. Each Exit Management Plan must be submitted to BMTC or its designated agencies for approval.

Throughout the exit management period, the Successful Bidder must exert its best efforts to deliver the services.

The Exit Management Plan must be provided in writing to the Bidder or its designated agencies within seven days of receiving a termination notice or three months prior to the expiration of the Agreement.

3. Publicity

Any publicity by the Bidder that includes the name of BMTC should only be done with the explicit written permission of the Chief System Manager, BMTC.

4. Quality Assurance

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.